

# EXHIBIT A

TO DECLARATION OF VICTORIA DUTSCHMANN

BOOGIE OOGIE OOGIE

## CERTIFICATE OF COPYRIGHT REGISTRATION

FORM PA

UNITED STATES COPYRIGHT OFFICE

00171734010

This certificate, issued under the seal of the Copyright Office in accordance with the provisions of section 410(a) of title 17, United States Code, attests that copyright registration has been made for the work identified below. The information in this certificate has been made a part of the Copyright Office records.

*Barbara Ringer*  
 Register of Copyrights  
 United States of America

REGISTRATION NUMBER	
PA	5-715
PA	PAU
EFFECTIVE DATE OF REGISTRATION	
May	2, 1978

DO NOT WRITE ABOVE THIS LINE, IF YOU NEED MORE SPACE, USE CONTINUATION SHEET (FORM PA/CON)

1 Title	TITLE OF THIS WORK: <b>BOOGIE OOGIE OOGIE</b>		NATURE OF THIS WORK: (See instructions) <b>WORDS &amp; MUSIC</b>
	PREVIOUS OR ALTERNATIVE TITLES:		
2 Author(s)	IMPORTANT: Under the law, the author of a work made for hire is, generally, the employer, not the employee (see instructions). If any part of this work was "made for hire," check "Yes" on the line provided. Give the employer (or other person for whom the work was prepared) as "Author of that part" and leave the space for dates blank.		
	1	NAME OF AUTHOR: <b>JANICE MARIE JOHNSON</b> Was this author's contribution to the work a "work made for hire"? Yes No <b>X</b>	DATES OF BIRTH AND DEATH: Born <b>1954</b> Died (year)
		AUTHOR'S NATIONALITY OR DOMICILE: Citizen of <b>U.S.A.</b> or { Domiciled in (Name of Country)	WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK: Anonymous? Yes No <b>X</b> Pseudonymous? Yes No <b>X</b> If the answer to either of these questions is "Yes," see detailed instructions attached.
		AUTHOR OF: (Briefly describe nature of this author's contribution) <b>WORDS &amp; MUSIC</b>	
	2	NAME OF AUTHOR: <b>PERRY L. KIBBLE</b> Was this author's contribution to the work a "work made for hire"? Yes No <b>X</b>	DATES OF BIRTH AND DEATH: Born <b>1949</b> Died (year)
		AUTHOR'S NATIONALITY OR DOMICILE: Citizen of <b>U.S.A.</b> or { Domiciled in (Name of Country)	WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK: Anonymous? Yes No <b>X</b> Pseudonymous? Yes No <b>X</b> If the answer to either of these questions is "Yes," see detailed instructions attached.
		AUTHOR OF: (Briefly describe nature of this author's contribution) <b>MUSIC</b>	
	3	NAME OF AUTHOR: Was this author's contribution to the work a "work made for hire"? Yes No	DATES OF BIRTH AND DEATH: Born (year) Died (year)
		AUTHOR'S NATIONALITY OR DOMICILE: Citizen of (Name of Country) or { Domiciled in (Name of Country)	WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK: Anonymous? Yes No Pseudonymous? Yes No If the answer to either of these questions is "Yes," see detailed instructions attached.
AUTHOR OF: (Briefly describe nature of this author's contribution)			
3 Creation and Publication	YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED: Year <b>1978</b> (This information must be given in all cases)		DATE AND NATION OF FIRST PUBLICATION: Date <b>April 11, 1978</b> Nation <b>U.S.A.</b> (Complete this block ONLY if this work has been published.)
4 Claimant(s)	NAME(S) AND ADDRESS(ES) OF COPYRIGHT CLAIMANT(S): <b>CONDUCTIVE MUSIC, c/o Janice Johnson, 2927 1/2 Cloverdale Ave. L.A. California; ON TIME MUSIC, c/o Perry L. Kibble, 839 E. 33rd Street, Los Angeles, California</b>		
	TRANSFER: (If the copyright claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.) <b>Janice Johnson d/b/a Conductive Music, Los Angeles, CA; Perry Kibble d/b/a On Time Music, Los Angeles, CA</b>		

- Complete all applicable spaces (numbers 5-9) on the reverse side of this page
- Follow detailed instructions attached
- Sign the form at line 8

DO NOT WRITE HERE  
 Page 1 of 2 pages

EXAMINED BY CHECKED BY CORRESPONDENCE 7 B-7	APPLICATION RECEIVED MAY 1 1978 DEPOSIT RECEIVED MAY 2 1978 DEPOSIT ACCOUNT FUNDS USED \$4.00 181606 MAY 2 1978	FOR COPYRIGHT OFFICE USE ONLY
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DO NOT WRITE ABOVE THIS LINE. IF YOU NEED ADDITIONAL SPACE, USE CONTINUATION SHEET (FORM PA/CON)

## PREVIOUS REGISTRATION:

- Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office? Yes..... No... XX ..
- If your answer is "Yes," why is another registration being sought? (Check appropriate box)
  - ☐ This is the first published edition of a work previously registered in unpublished form
  - ☐ This is the first application submitted by this author as copyright claimant
  - ☐ This is a changed version of the work, as shown by line 6 of the application
- If your answer is "Yes," give: Previous Registration Number ..... Year of Registration .....

5

Previous  
Registration

## COMPILATION OR DERIVATIVE WORK: (See instructions)

PREEXISTING MATERIAL (Identify any preexisting work or works that the work is based on or incorporates)

MATERIAL ADDED TO THIS WORK (Give a brief, general statement of the material that has been added to this work and in which copyright is claimed)

6

Compilation  
or  
Derivative  
Work

DEPOSIT ACCOUNT: (If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.)

Name .....

Account Number .....

CORRESPONDENCE: (Give name and address to which correspondence about this application should be sent)

Stanley J. Diamond  
Name DIAMOND TILEM & COLDEN  
Address 10850 Wilshire Boulevard  
Los Angeles, CA 90024 (APT)

(City)

(State)

(ZIP)

7

Fee and  
Correspond-  
ence

## CERTIFICATION: \* I, the undersigned, hereby certify that I am the (Check one)

☒ Author ☐ Other copyright claimant ☐ Owner of exclusive rights ☐ Authorized agent of

of the work identified in this application and that the statements made herein in this application are correct to the best of my knowledge



Handwritten signature (X) Janice Marie Johnson

Typed or printed name Janice Marie Johnson

Date 4/18/78

8

Certification  
(Application  
must be  
signed)

CONDUCTIVE MUSIC

c/o Stanley J. Diamond, Esquire

10850 Wilshire Boulevard, 12th Floor

Los Angeles, California 90024

(City)

(State)

(ZIP code)

MAIL  
CERTIFICATE  
TO(Certificate will  
be mailed in  
window envelope)

9

Address  
for Return  
of  
Certificate

# BOOGIE OOGIE OOGIE

Words by  
JANICE MARIE JOHNSON

Medium Disco

Music by  
JANICE MARIE JOHNSON and  
PERRY KIBBLE

The musical score is written for voice and piano. It begins with a treble clef staff and a piano staff. The key signature has one flat (B-flat), and the time signature is 4/4. The tempo/style is marked 'Medium Disco'. The score includes several measures of piano accompaniment, with a 'mf' (mezzo-forte) dynamic marking. The vocal line enters with the lyrics 'BOOGIE OOGIE OOGIE'. There are two 'Dm7' chord symbols above the piano staff. The score includes a 'Repeat 4 times' instruction for a specific musical phrase. The lyrics 'If you're think - in' you're -' are written above the vocal staff. The piano accompaniment features a steady bass line and a more melodic upper line. The score ends with a final piano accompaniment section.

Image One One - 1  
473788MX 7-1

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3 1 7 1 2 1 2 1

boy, oh boy have I got news for you.

Ev - er - bod - y here -

to - night ... must long - re, let me tell you,

you are no ex - cep - tion to the

The musical score is written on ten staves, alternating between vocal and piano parts. The vocal parts are on the top staff of each system, and the piano parts are on the bottom staff. The lyrics are written below the vocal staves. The score includes various musical notations such as notes, rests, and dynamic markings. The lyrics are: "boy, oh boy have I got news for you.", "Ev - er - bod - y here -", "to - night ... must long - re, let me tell you,", and "you are no ex - cep - tion to the".

1 3 1 7 1 7 3 3 7 3

rule. Get on —

up on the floor 'cause we're gon - na

boog - ie oog - ie oog - ie 'till you just can't — boog - ie no more.

Boog - ie, boog - ie no more,

The musical score is written for voice and piano. It consists of six systems of staves. The first system shows the vocal line starting with the word 'rule.' and the piano accompaniment. The second system continues the vocal line with 'Get on —' and the piano accompaniment. The third system shows the vocal line with 'up on the floor' and the piano accompaniment. The fourth system continues the vocal line with ''cause we're gon - na' and the piano accompaniment. The fifth system shows the vocal line with 'boog - ie oog - ie oog - ie 'till you just can't —' and the piano accompaniment. The sixth system continues the vocal line with 'boog - ie no more.' and the piano accompaniment. The piano accompaniment features a steady eighth-note bass line and a more complex treble line with chords and melodic fragments. Chord symbols are written above the piano staves: Am7, Dm7, Gm7, and nb (no bar line) are repeated in the first four systems. The fifth system has Am7, Dm7, Gm7, and nb. The sixth system has Dm9. The lyrics are written below the vocal staves.

Chord diagrams:  $Bb$  (C hand),  $Bb$  (C hand),  $Dm7$

you ——— can't boog - ie no' more ——— boog -

*To Coda*  $\text{C}$

ie boog - ie no more. ——— Lis - ten to the mu - sic.

*ad lib solo*

$Dm7$   $Dm7$

There's no time ——— to waste —



7 1 2 3 4 5 6 7

— Let's get this show on the road. —

Dis - ten to the mu - sic and — let your bod - y flow. —

The soon - er we be - gin, the long - er we've got — to groove. —

Dis - ten to the mu - sic and —

0 1 7 1 7 5 0 5 7

let your bod - y move. Now get on

*ad lib*

Repeat 6 times

boog - ie

Repeat 4 times

Reprise Chorus - 7 - 6  
4th BRASS - 7 - 6

Am7 Dm7 G Bb7 Am7 Dm7 Gm7

Get down — boog - le oog - le oog - le, Get down — boog -

Bb Am7 Dm7 Gm7 Bb

le oog - le oog - le, get down... boog - le oog - le oog - le,

Am7 Dm7 Gm7 Bb Dm7

get down, —

Bb

Repeat and Fade

Boog-le. —

The musical score is written for voice and piano. It consists of several systems of staves. The vocal line is in the upper staff of each system, and the piano accompaniment is in the lower staff. Chord diagrams are provided above the vocal line for various chords: Am7, Dm7, G, Bb7, Am7, Dm7, Gm7, Bb, Am7, Dm7, Gm7, Bb, and Dm7. The lyrics are: 'Get down — boog - le oog - le oog - le, Get down — boog - le oog - le oog - le, get down... boog - le oog - le oog - le, get down, — Boog-le. —'. The score ends with a 'Repeat and Fade' instruction.



78561

AGREEMENT made on April 7, 1981 between BROADCAST MUSIC, INC. ("BMI"), a New York corporation, whose address is 320 West 37th Street, New York, N.Y. 10019 and CONDUCTIVE MUSIC, INC., a California Corporation, whose address is c/o Parbs, Adams and Palmer, 400 South Beverly Dr., #1000, Beverly Hills, California, 90212.

WITNESSETH:

FIRST: The term of this agreement shall be the period from July 1, 1980 to March 31, 1983 and continuing thereafter for additional periods of five (5) years each, unless terminated by either party at the end of such initial period, or any such additional five (5) year period, upon notice by registered or certified mail not more than six (6) months or less than three (3) months prior to the end of any such term.

SECOND: As used in this agreement, the word "works" shall mean:

A. All musical compositions (including the musical segments and individual compositions) written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and

B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership or copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.

THIRD: Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:

A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, any part or all of the works.

B. The non-exclusive right to record, and to license others to record, any part or all of any of the works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such work publicly by means of radio and television or for archive or audition purposes and not for sale to the public or for synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations.

C. The non-exclusive right to adapt or arrange any part or all of any of the works for performance purposes, and to license others to do so.

FOURTH:

A. The rights granted to BMI by subparagraph A of paragraph THIRD hereof shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera, operetta, or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph THIRD hereof performances of works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for and performed as part of a theatrical or television film, (2) a score originally written for and performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.

C. Publisher retains the right to issue non-exclusive licenses for performances of a work or works (other than to another performing rights licensing organization); provided that within ten (10) days of the issuance of such license BMI is given written notice of the titles of the works and the nature of the performances so licensed by Publisher.

FIFTH:

A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the works in which BMI has performing rights:

(1) For performances of works on broadcasting stations in the United States, its territories and possessions BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

It is acknowledged that BMI licenses the works of its affiliates for performance by non-broadcasting means, but that unless and until such time as feasible methods can be devised for tabulation of and payment for such performances, payment will be based solely on broadcast performances. In the event that during the term of this agreement BMI shall establish a system of separate payment for non-broadcasting performances, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

(2) For performances of works outside of the United States, its territories and possessions BMI will pay to Publisher all monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the works after the deduction of BMI's then current handling charge applicable to its affiliated publishers.

(3) In the case of works which, or rights in which, are owned by Publisher jointly with one or more other publishers who have granted performing rights therein to BMI, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.

B. Notwithstanding the foregoing provisions of this paragraph FIFTH, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a work which occurs prior to the date on which BMI shall have received from Publisher all of the material with respect to such work referred to in subparagraph A of paragraph TENTH hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph FOURTEENTH hereof, or (2) any performance as to which a direct license as de-



scribed in subparagraph C of paragraph FOURTH hereof has been granted by Publisher, its co-publisher or the writer.

SIXTH: BMI will furnish statements to Publisher at least twice during each year of the term showing the number of performances of the works as computed pursuant to subparagraph A(1) of paragraph FIFTH hereof, and at least once during each year of the term showing the monies received by BMI referred to in subparagraph A(2) of paragraph FIFTH hereof. Each such statement shall be accompanied by payment of the sum thereby shown to be due to all proper deductions, if any, for advances or amounts due to BMI from Publisher.

Nothing in this agreement requires BMI to continue to license the works subsequent to the termination of this agreement. In the event that BMI continues to license any or all of the works, however, BMI shall continue to make payments to Publisher for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such works to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practice upon the basis of performance rates generally paid by BMI to its affiliated publishers for similar performances of such works. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly on demand. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.

B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by any of the works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers.

C. In the event that BMI has reason to believe that Publisher will receive or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of the works during a period when such works were licensed by BMI pursuant to this agreement, BMI may withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI of the amount so paid to Publisher by such other organization or that Publisher has not been so paid. In the event that Publisher has been so paid, the monies payable by BMI to Publisher for such performances during such period shall be reduced by the amount of the payment from such other organization. In the event that Publisher does not supply such evidence within eighteen (18) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such works during such period.

EIGHTH: In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by the statements rendered to Publisher prior to the effective date of such termination, there is an indebtedness from Publisher to BMI, for advances or otherwise, such termination shall not be effective until sixty (60) days after such indebtedness shall be paid by Publisher or until sixty (60) days after a statement is rendered by BMI at its normal accounting period showing that the amount of such indebtedness has been fully recouped by BMI.

NINTH: BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any work which in BMI's opinion (1) is similar to a previously existing composition and might constitute a copyright infringement, or (2) has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition, or (3) is offensive, in bad taste or against public morals, or (4) is not reasonably suitable for performance.

B. In the case of works which in the opinion of BMI are based on compositions in the public domain, BMI shall give notice to Publisher, either (1) to exclude any such work from the agreement, or (2) to receive only a stated fraction of the full credit for such work for the performances thereof.

C. In the event that any work is excluded from this agreement pursuant to subparagraph A or B of this paragraph NINTH, or pursuant to subparagraph C of paragraph TWELFTH hereof, all rights of BMI in such work shall automatically revert to Publisher ten (10) days after the date of such exclusion given by BMI to Publisher. In the event that a work is classified for less than full credit under subparagraph B(2) of this paragraph NINTH, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such work, to terminate all rights in such work granted to BMI herein and all such rights of BMI in such work shall revert to Publisher thirty (30) days after the date of such notice from Publisher to BMI.

TENTH: With respect to each of the works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:

(1) Two copies of a completed clearance sheet in the form supplied by BMI, unless a cue sheet with respect to such work is furnished pursuant to subparagraph A(3) of this paragraph TENTH;

(2) If such work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other works, such copy need be furnished only if requested by BMI pursuant to sub-section (c) of subparagraph D(2) of this paragraph TENTH.

(3) If such work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, composers, publisher and nature and duration of the use of the work in such film or tape.

B. Publisher shall submit the material described in subparagraph A of this paragraph TENTH with respect to works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape, or anticipated performance.

C. The submission of each clearance sheet or cue sheet shall constitute a warranty by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the works listed thereon has been granted to or reserved by others except as specifically set forth therein.

D. Publisher agrees:

(1) To secure and maintain copyright protection of the works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is

INITIAL  
HERE

afforded; and to give BMI prompt written notice of the date and number of copyright registration and/or renewal of each work registered in the United States Copyright Office.

(2) At BMI's request:

(a) To register each unpublished and published work in the United States Copyright Office pursuant to the Copyright Law of the United States.

(b) To record in the United States Copyright Office in accordance with the Copyright Law of the United States any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish any of the works.

(c) To obtain and deliver to BMI copies of: unpublished and published works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any of the documents referred to in sub-section (b) above.

E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any work shall revert to the writer or the writer's representative, or (2) copyright protection of any work shall terminate.

**ELEVENTH:** Publisher warrants and represents that:

A. Publisher has the right to enter into this agreement. Publisher is not bound by any prior undertakings hereinafter referred to in this agreement. Publisher is the sole author and is free from all encumbrances and is not a party to any right or violation of any right of, or any corporation or association.

B. Except with respect to works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a clearance sheet or cue sheet submitted to BMI pursuant to subparagraph A of paragraph TENTH hereof, Publisher has exclusive performing rights in each of the works by virtue of written grants thereof to Publisher signed by all the authors and composers or other owners of such work.

**TWELFTH:** A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees, and their respective agents, servants and employees, free and harmless from and against any and all claims, demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, in this agreement, provided, however, that the obligation to any matter added to, or changes made in, any of its licensees.

B. Upon the receipt by any of the parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher a copy of such papers or true copies thereof, and BMI shall have the right to participate by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.

C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to exclude the work with respect to which a claim is made from this agreement and/or to withhold payment of all sums which may become due pursuant to this agreement until receipt of satisfactory written evidence that such claim has been withdrawn, settled or otherwise disposed of.

**THIRTEENTH:** Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement of other violation of the said rights, and in BMI's sole judgment to join Publisher and/or others in whose behalf or on behalf of any of the works may stand, and to litigate, compromise or refer to arbitration, any such claim, demand, suit or proceeding, or to make any other disposition of the disputes in relation to the work or works in question, or to do any other act or thing which may be necessary, proper or expedient to enforce and protect the rights granted by BMI pursuant to the provisions of this paragraph. BMI shall be entitled to the benefit of its sole expense and for its sole benefit.

**FOURTEENTH:** In the event that BMI has entered into, and may during the term of hereof, enter into, any licensing organization for the licensing of public performance of the works of BMI in the United States, its territories and possessions, BMI agrees to permit Publisher to participate in the performance of such works for which BMI has entered into such a contract.

Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publisher's performance royalties earned by any or all of the works in any foreign territory as part of an agreement for the publication, exploitation or representation of such works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

B. Publisher agrees to notify BMI promptly, in writing, in each instance, when publication, exploitation or other rights in any or all of the works are granted for any foreign territory. Such notice shall set forth the title of the work, the country or countries involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the foreign territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any foreign territory.

C. In the event that BMI transmits to Publisher performance royalties designated as the writer's share of performance royalties earned by any of the works in any foreign territory, Publisher shall promptly pay such royalties to the writer or writers of the works involved. If Publisher is unable for any reason to locate and make payment to any of the writers involved within six (6) months from the date of receipt, the amounts due such writers shall be returned to BMI.

**FIFTEENTH:**

A. Publisher agrees that Publisher, its agents, employees, representatives or affiliated companies, will not directly or indirectly, during the term of this agreement, solicit or accept payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.



(2) Solicit or accept manuscripts from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.

(3) Permit Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH.

(4) Submit to BMI, as one of the works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH have been made by or on behalf of a composer or author to any person, firm, corporation or association.

B. Publisher agrees that Publisher, its agents, employees or representatives will not directly or indirectly during the term of this agreement make any effort to ascertain from, or offer any inducement or consideration to, anyone, including but not limited to any broadcasting licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or logging performances.

C. Publisher agrees to notify BMI promptly in writing (1) of any change of firm name of Publisher, and (2) of any change of twenty percent (20%) or more in the ownership thereof.

D. In the event of the violation of any of the provisions of subparagraphs A, B or C of this paragraph FIFTEENTH, BMI shall have the right, in its sole discretion, to terminate this agreement by giving Publisher at least thirty (30) days' notice by registered or certified mail. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph SEVENTH hereof.

SIXTEENTH: In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by it pursuant to paragraph TWENTIETH hereof shall be returned by the post office, or (2) monies shall not have been earned by Publisher pursuant to paragraph FIFTH hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail addressed to the last address furnished by Publisher pursuant to paragraph TWENTIETH hereof and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. In the event of such termination, no payments shall be due Publisher pursuant to paragraph SEVENTH hereof.

SEVENTEENTH: Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold absolute title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupt, BMI shall retain title to the performing rights in all works for which clearance sheets shall have theretofore been submitted to BMI and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said works in accordance with the terms and conditions of this agreement.

EIGHTEENTH: Any controversy or claim arising out of, or relating to, this agreement or the breach thereof, shall be settled by arbitration in the City of New York, in accordance with the Rules of the American Arbitration Association, and judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof. Such award shall include the fixing of the expenses of the arbitration, including reasonable attorney's fees, which shall be borne by the unsuccessful party.

NINETEENTH: Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.

TWENTIETH: Publisher agrees to notify BMI's Department of Performing Rights Administration promptly in writing of any change in its address. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last address so furnished by Publisher.

TWENTY-FIRST: This agreement cannot be changed orally and shall be governed and construed pursuant to the laws of the State of New York.

TWENTY-SECOND: In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

TWENTY-THIRD: This agreement, as of its effective date, cancels and supersedes the agreement between the parties dated May 14, 1980, and all modifications thereof (herein called the "Superseded Agreement"). All works embraced by the Superseded Agreement shall be deemed embraced by this agreement.

It is agreed that any part of any advances heretofore made to Publisher pursuant to the Superseded Agreement which shall not have been recouped by performances of works up to the effective date of this agreement shall be deemed to be an advance against all monies which may become payable to Publisher pursuant to this agreement and any extensions or modifications thereof or substitutions therefor.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

BROADCAST MUSIC, INC.

By

BROADCAST MUSIC, INC.

By

(Title of Signer) President

Janica M. Johnson

10/00 A



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AGREEMENT made on November 3, 1995

between BROADCAST MUSIC, INC. ("BMI"), a

New York corporation, whose address is 320 West 57th Street, New York, N.Y. 10019-3790 and

SPIRIT ONE MUSIC A Division Of Spirit Music Group Inc

a DELAWARE corporation

doing business as

("Publisher"), whose address is 137 Fifth Avenue, 8th Floor

New York, NY 10010

## WITNESSETH:

FIRST: The term of this agreement shall be the period from January 1, 1995 to December 31, 1999, and continuing thereafter for additional periods of five (5) years each unless terminated by either party at the end of such initial period or any additional period, upon notice by registered or certified mail not more than six (6) months or less than three (3) months prior to the end of any such period.

SECOND: As used in this agreement, the word "Work" or "Works" shall mean:

A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and

B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.

THIRD: Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:

A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, any part or all the Works.

B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.

C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.

FOURTH: Notwithstanding the provisions of subparagraph A of paragraph THIRD hereof:

A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera, operetta or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph THIRD hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.

C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license BMI is given written notice thereof and a copy of the license is supplied to BMI.

## FIFTH

A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:

(1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

(2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher the share of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling charges, to be paid to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.

(3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.

B. Notwithstanding the provisions of subparagraph A of this paragraph FIFTH, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from



Publisher of all the material with respect to such Work referred to in subparagraph A of paragraph TENTH hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph FOURTEENTH hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph FOURTH hereof has been granted by Publisher, its co-publishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of such statement.

**SIXTH:** In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of paragraph FIFTH hereof. Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

**SEVENTH:**

A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.

B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.

C. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within eighteen (18) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

**EIGHTH:** In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI, such termination shall not be effective until the close of the calendar quarterly period during which (A) Publisher shall repay such unearned balance of advances, or (B) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances has been fully recouped by BMI.

**NINTH:**

A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.

B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.

C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph NINTH, or pursuant to subparagraph C of paragraph TWELFTH hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B(2) of this paragraph NINTH, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

**TENTH:**

A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:

(1) A completed clearance form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A(3) of this paragraph TENTH.

(2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D(2) of this paragraph TENTH.

(3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.

B. Publisher shall submit the material described in subparagraph A of this paragraph TENTH with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.

C. The submission of each clearance form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth thereon.

**D. Publisher agrees:**

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

## (2) At BMI's request:

(a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.

(b) To obtain and deliver to BMI copies of: unpublished and published Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish any of the Works.

E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

**ELEVENTH:** Publisher warrants and represents that:

A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.

B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a clearance form or cue sheet submitted to BMI pursuant to subparagraph A of paragraph TENTH hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

**TWELFTH:**

A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph TWELFTH shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.

B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.

C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to exclude the Work with respect to which a claim is made from this agreement and/or to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.

**THIRTEENTH:** Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or settle, or to bring any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph THIRTEENTH shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph THIRTEENTH requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher acknowledges and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder, shall not constitute an infringement of Publisher's Work as a BMI party.

**FOURTEENTH:**

A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers' share of the royalties from all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or other use of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.

**FIFTEENTH:** BMI shall have the right, in its sole discretion, to terminate this agreement if:

A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:

(1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.

(2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.

(3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH.

(4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH have been made by or on behalf of a composer or author to any person, firm, corporation or association.

B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or logging performances.

C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to any one or more of the subparagraphs A, B or C of this paragraph FIFTEENTH, BMI shall give Publisher at least thirty (30) days' written notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph SEVENTH hereof.

SIXTEENTH: In the event that during the term of this agreement (1) monies shall not have been earned by Publisher pursuant to paragraph FIFTH hereof for a period of two consecutive years or more, or (2) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail addressed to the last address furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. In the event of such termination, no payments shall be due Publisher pursuant to paragraph SEVENTH hereof.

SEVENTEENTH: Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against Publisher. Publisher shall make an assignment for the benefit of creditors. Publisher shall consent to the appointment of a receiver or trustee for all or part of its property. Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

EIGHTEENTH: All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows:

Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgement may be entered in New York State Supreme Court or any other court having jurisdiction.

NINETEENTH: Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.

TWENTIETH: Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last address furnished in writing by Publisher to BMI's Department of Writer/Publisher Administration.

TWENTY-FIRST: This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.

TWENTY-SECOND: In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

BROADCAST MUSIC, INC.

*Charles Feldman*

By..... Vice President

SPIRIT ONE MUSIC  
A Division Of Spirit Music Group Inc.

By.....

(Title of Signer) PRESIDENT

MARK ENNIS FRIED

**NOTICE!! NEW PUBLISHER DATA**

RECEIVED

Date: March 20, 1979

To: Mr. Edward J. Molinelli ✓

1979 MAR 20 PUBLISHER

CONDUCTIVE MUSIC, INC.  
formerly  
CONDUCTIVE MUSIC

From: Sylvia K. Manuel - Publisher Administration

ACCT

DEPT

**NEW DATA****OLD LISTING**  
(For Reference Only)

Name of Publisher:

CONDUCTIVE MUSIC, INC.

CONDUCTIVE MUSIC

Business Address:

c/o Stanley J. Diamond  
Diamond, Tilem and Colden  
10850 Wilshire Blvd.  
Los Angeles, Ca.  
900242927 1/2 Cloverdale  
Los Angeles, Ca.  
90016

Phone Number:

(213) 879-3444

(213) 931-6865

Owners:

California Corporation-  
Janice M. Johnson - 100% ShSole Owner-  
Janice M. JohnsonOfficers of Corporation: Janice M. Johnson - Pres.  
Stanley J. Diamond - Sec.

Name of Contact

Stanley J. Diamond

Authorization attached for  
Accounting Department Files:per 101 dated January 22, 1979  
per subro dated February 5, 1979  
dm

c.c.

Duplicating  
Foreign Administration  
Index Department

c.c.

Legal Department  
Logging Department  
BMI California  
BMI Nashville



6/78

FORM 101

3X

BROADCAST MUSIC, INC.  
PUBLISHER ADMINISTRATION  
PLEASE SUPPLY THE FOLLOWING

DATE: January 22, 1979EXACT COMPANY NAME: Conducive Music Inc.

## BUSINESS ADDRESS:

(include name of individual c/o Stanley J. Diamond, Diamond, Tilem & Colden,  
if essential to proper  
deliver of mail) 10850 Wilshire Boulevard, Los Angeles, California 90024

BUSINESS PHONE: (213) 879-3444

## COMPLETE A, B or C

## A. INDIVIDUALLY OWNED

Name of Individual \_\_\_\_\_  
(home address & zip code)

## B. PARTNERSHIP

List all Partners:

Name	Home address & zip code	% of ownership
_____	_____	_____
_____	_____	_____

## C. IF BUSINESS IS A FORMALLY ORGANIZED CORPORATION

1. Indicate STATE in which Incorporated California  
2. List all Officers:

Name	Title	Home address & zip code
<u>Janice Marie Johnson</u>	<u>President</u>	<u>[REDACTED]</u>
<u>Stanley J. Diamond</u>	<u>Secretary</u>	<u>[REDACTED]</u>

3. List all stockholders:

Name	% of ownership	Home address & zip code
<u>Janice Marie Johnson</u>	<u>100%</u>	<u>Same</u>

LIST NAME OF INDIVIDUAL BMI CAN CONTACT FOR INFORMATION: Stanley J. Diamond

PLEASE SIGN AND RETURN TO:

Sandra A. Gantz  
Broadcast Music, Inc.  
6255 Sunset Blvd.  
Hollywood, Calif. 90028

X Janice Marie Johnson President  
Signature of owner or officer Title

## NOTICE!! NEW PUBLISHER DATA

Date: **April 30, 1979**To: **Mr. Edward J. Molinelli**

PUBLISHER

#18572

From: **Sylvia K. Manuel - Publisher Administration****ON TIME MUSIC, INC.;  
formerly ON TIME MUSIC**

## NEW DATA

OLD LISTING  
(For Reference Only)

Name of Publisher:

**S  
ON TIME MUSIC, INC.**

Business Address:

**c/o Stanley J. Diamond  
Diamond, Tilen and Colden  
10850 Wilshire Blvd.  
Los Angeles, Ca.  
90024****ON TIME MUSIC****839 East 33rd Street  
Los Angeles, Ca.**

Phone Number:

**(213) 879-3444****(213) 234-6695**

Owners:

**California Corporation-  
Perry L. Kibble - 100% Sh.****Sole Owner-  
Perry L. Kibble**Officers of Corporation: **Perry L. Kibble - President  
Stanley J. Diamond - Sec.**

Name of Contact

**Stanley J. Diamond**Authorization attached for  
Accounting Department Files:**per 101 dated January 22, 1979  
per subro dated February 16, 1979  
dm***al Zeilich* ✓

c.c.

**Duplicating  
Foreign Administration  
Index Department****c.c. Legal Department  
Logging Department  
BMI California  
BMI Nashville**

BROADCAST MUSIC, INC.  
PUBLISHER ADMINISTRATION  
PLEASE SUPPLY THE FOLLOWING

DATE: January 22, 1979

EXACT COMPANY NAME: <sup>NPS</sup> On Time Music Inc.

## BUSINESS ADDRESS:

(include name of individual c/o Stanley J. Diamond, Diamond, Tilem & Colden,  
if essential to proper  
deliver of mail) 10850 Wilshire Boulevard, Los Angeles, California 90024

BUSINESS PHONE: (213) 879-3444

COMPLETE A, B or C

## A. INDIVIDUALLY OWNED

Name of Individual \_\_\_\_\_

(home address &amp; zip code) \_\_\_\_\_

## B. PARTNERSHIP


List all Partners:

Name	Home address & zip code	% of ownership
_____	_____	_____
_____	_____	_____

## C. IF BUSINESS IS A FORMALLY ORGANIZED CORPORATION

1. Indicate STATE in which Incorporated California

2. List all Officers:

Name	Title	Home address & zip code
<u>Perry L. Kibble</u>	<u>President</u>	
<u>Stanley J. Diamond</u>	<u>Secretary</u>	

3. List all stockholders:

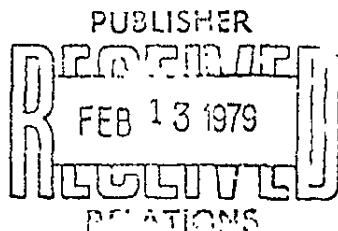
Name	% of ownership	Home address & zip code
<u>Perry L. Kibble</u>	<u>100%</u>	<u>Same</u>
_____	_____	_____

LIST NAME OF INDIVIDUAL BMI CAN CONTACT FOR INFORMATION Stanley J. Diamond

PLEASE SIGN AND RETURN TO:

Sandra A. Gantz  
Broadcast Music, Inc.  
6255 Sunset Blvd.  
Hollywood, Calif. 90028

x Perry L. Kibble PRESIDENT  
Signature of owner or officer Title



T8572

VOL. 1728 PAGE 322



AGREEMENT made this 25th day of April, 1978, between  
 BROADCAST MUSIC, INC., a New York corporation, whose address is 40 West 57th Street, New York, N.Y. 10019  
 (hereinafter called "BMI") and Perry Kibble  
 an individual ~~XXXXXXX~~ doing business under the  
 firm name and style of ON TIME MUSIC whose address is  
 839 East 33rd Street Los Angeles California  
 (Street or Avenue) (City) (State) (Zip)  
 (hereinafter called "Publisher").

## WITNESSETH:

FIRST: The term of this agreement shall be the period of five (5) years from April 1, 1978 to March 31, 1983, and continuing thereafter for additional periods of five (5) years each unless terminated by either party at the end of such initial period, or any such additional five (5) year period, upon notice by registered or certified mail not more than six (6) months or less than three (3) months prior to the end of any such term.

SECOND: As used in this agreement, the word "works" shall mean:

A. All musical and dramatico-musical compositions, whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and

B. All musical and dramatico-musical compositions, whether published or unpublished, in which hereafter during the term Publisher acquires ownership or copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.

THIRD: Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:

A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, for profit or otherwise, anywhere in the world, any part or all of the works, such rights being granted exclusively to BMI except to the extent of any prior grant listed on clearance sheets or cue sheets submitted pursuant to subparagraph A of paragraph TENTH with respect to works heretofore acquired by Publisher.

B. The non-exclusive right to record, and to license others to record, any part or all of any of the works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such work publicly by means of radio and television or for archive or audition purposes and not for sale to the public or for synchronization with motion pictures intended primarily for theatrical exhibition or with programs distributed by means of syndication to broadcasting stations.

C. The non-exclusive right to adapt, arrange, change and dramatize any part or all of any of the works for performance purposes, and to license others to do so.

## FOURTH:

A. The rights granted to BMI by subparagraph A of paragraph THIRD hereof shall not include the right to perform or license the performance of more than one song or aria from an opera, operetta or musical comedy or more than five (5) minutes from a ballet if such performance is accompanied by the dramatic action, costumes or scenery of that opera, operetta, musical comedy or ballet.

B. Publisher, together with all the writers and co-publishers, if any, of a work, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph THIRD hereof performances of more than thirty (30) minutes' duration of a work which is an opera, operetta or musical comedy, but this right shall not apply to a work which is the score of a film originally produced for exhibition in motion picture theatres when performed as incorporated in such film, or which is a score originally written for a radio or television program when performed as incorporated in such program.

## FIFTH:

A. As full consideration for all rights granted to BMI hereunder, BMI agrees to make the following payments to Publisher with respect to each of the works in which BMI has exclusive performing rights:

(1) For performances of works on broadcasting stations in the United States, its territories upon the basis of similar performances of similar performers of similar performance shall be estimated by BMI.

its territories and possess any performing rights here of foreign performing charge applicable to its

by Publisher jointly with available to Publisher under bishers, unless BMI shall the publishers, providing

FTII, BMI shall have no occurs prior to the date on work referred to in sub-information referred to in

Copyright Office of the United States of America  
 THE LIBRARY OF CONGRESS

THIS IS TO CERTIFY THAT THE ATTACHED DOCUMENT  
 WAS RECORDED IN THE COPYRIGHT OFFICE ON THE DATE  
 AND IN THE PLACE SHOWN BELOW.

THIS CERTIFICATE IS ISSUED UNDER THE SEAL OF THE  
 COPYRIGHT OFFICE.

*Barbara Reiger*  
 Register of Copyrights

Date of Recording: (Mar 79)

Volume: 1728 Pages: 322-326



BROADCAST MUSIC, INC.  
(as owner of performing rights)

PERRY KIBBLE d/b/a  
ON TIME MUSIC

VOL. 1728 PAGE 326

Copyright Registration

<u>Song Title</u>	<u>Names of Writers</u>	<u>Date</u>	<u>Number</u>
BOOGIE OOGIE OOGIE	Janice Marie Johnson Perry Kibble	5/2/78	Pa 5-715

15-155-110-0

CPD

BMI

P-LEGAL

CONDUCTIVE MUSIC  
c/o Janice Marie Vercher  
116 West Garfield Avenue  
Glendale, CA 91204

March 16, 1991

Dear BMI Publisher:

This will confirm our understanding with respect to the modification of the agreement dated April 25, 1978 between CONDUCTIVE MUSIC, INC., a California Corporation (herein called the "former owner") and Broadcast Music, Inc., as modified, (herein called the "basic agreement"):

1. You warrant and represent that all right, title and interest of the former owner in and to the basic agreement and in and to the works embraced thereby has been sold, assigned and transferred to Janice-Marie Vercher, an individual d/b/a CONDUCTIVE MUSIC (herein called the "new owner").
2. Effective as of July 1, 1992, the new owner shall be deemed to have acquired all rights and assumed all obligations of the former owner in and to the basic agreement.

Except as herein specifically modified, all of the terms and conditions of the basic agreement are hereby ratified and affirmed.

Very truly yours,

ACCEPTED AND AGREED TO:

BROADCAST MUSIC, INC.

CONDUCTIVE MUSIC, INC.

By Janice M. Johnson  
Janice M. Johnson (President)

By [Signature]  
Vice President

CONDUCTIVE MUSIC  
By Janice Marie Vercher  
Janice-Marie Vercher (Owner)

BMG 10 0497

**CONTINUED ON REVERSE SIDE**

over  $\rightarrow$

all the way out to the edge of the lake, and the water was so shallow that the boatmen could wade out and bring back the fish.

look at what we have to negotiate

### Cast all Officers

**FULL NAME**

THE

### HOME ADDRESS

1948-49

**Zip Code**

0.100 (14) 10

## List all Stockholders

FULL NAME

HOME ADDRESS

### Pctg of Ownership

Zip Code

Zip Code

**Zip Code**

If new corporate name is indicated on reverse side, check one:

Old corporation has changed its name:

☐

(Copy of Certificate of Change of Name filed with Secretary of State must be attached)

New corporation has been formed



(Copy of Certificate of Incorporation filed with Secretary of State must be attached)

PLEASE SIGN AND RETURN TO

AAAAAAAAAAAAAAAA

B.M.I.

8730 Sunset Boulevard

3rd Floor West

Los Angeles, CA 90069

Signature of owner, partner or officer

UNCLASS

**TITLE**

Janice-Marie Vercher

(Please print name of person signing)



November 8, 2006

ON TIME MUSIC INC  
8301 Big Stone Ct  
Fort Worth TX 76123

Dear Sirs/Madams:

This will confirm our understanding with respect to the modification of the agreement dated February 4, 2004 between ON TIME MUSIC INC., a California corporation (herein called the "former owner") and Broadcast Music, Inc., as modified, (herein called the "basic agreement"):

1. You warrant and represent that all right, title and interest of the former owner in and to the basic agreement and in and to the works embraced thereby has been sold, assigned and transferred to ON TIME MUSIC LLC, a Texas limited liability company (herein called the "new owner").
2. The new owner shall be deemed to have acquired all rights and assumed all obligations of the former owner in and to the basic agreement, as of the beginning of the next calendar quarterly period for which BMI has not yet distributed royalties following the execution of this agreement.

Except as herein specifically modified, all of the terms and conditions of the basic agreement are hereby ratified and affirmed.

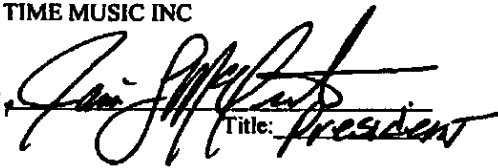
ACCEPTED AND AGREED TO:

Very truly yours,

ON TIME MUSIC INC

BROADCAST MUSIC, INC.

BY:

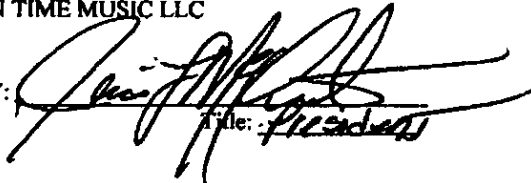
  
Title: President

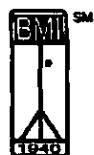
By



ON TIME MUSIC LLC

BY:

  
Title: President



On Time Music, LLC  
c/o Janis McQuinton  
8301 Big Stone Court  
Fort Worth, TX 76132

Dated: July 1, 2006

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Notice of Assignment of Copyrights

Ladies and Gentlemen:

Please be advised that we have sold and assigned Spirit One Music (BMI), A Division of Spirit Music Group, Inc. (hereafter, "Spirit"), all right, title and interest, including the copyright and the right to renew the same as well as all exclusive worldwide administration and collection rights in and to all of the musical compositions and portions thereof with respect to all musical compositions and portions thereof which are owned or controlled by us (hereafter, the "Subject Compositions"). Accordingly, from and after the date set forth above, you are hereby authorized and directed to address all correspondence, inquiries, royalty statements and payments (regardless of when such monies were earned) in respect of the Subject Compositions to Spirit, at the following address:

Spirit One Music (BMI)  
137 Fifth Avenue, 8<sup>th</sup> Floor  
New York, New York 10010

Please acknowledge receipt of this notification by signing the enclosed copy and returning it to Spirit (Attention: Buckley Hugo) at the address noted above.

ACKNOWLEDGED:

[ ]

By: \_\_\_\_\_

Very truly yours,  
On Time Music, LLC



**GOOD TIMES A/K/A RAPPERS' DELIGHT**



This certificate is issued by the Copyright Office in accordance with the provisions of section 310(a) of title 17, United States Code, attests that copyright registration has been made for the work identified below. The information in this certificate has been made a part of the Copyright Office records.

*Barbara Ringer*  
 Register of Copyrights  
 U.S. Copyright Office

REGISTRATION NUMBER	
PA	37-207
PA	PAU
EFFECTIVE DATE OF REGISTRATION	
JUNE	27 1979
(Month)	(Day) (Year)

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE CONTINUATION SHEET (FORM PA/CON)

1 Title	TITLE OF THIS WORK:	NATURE OF THIS WORK: (See instructions)
	Good Times	words and music
PREVIOUS OR ALTERNATIVE TITLES:		

2 Author(s)	<b>IMPORTANT:</b> Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). If any part of this work was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates blank.	
	NAME OF AUTHOR:	DATES OF BIRTH AND DEATH:
	Nile Rodgers	Born 1952 Died
	Was this author's contribution to the work a "work made for hire"? Yes No X	
	AUTHOR'S NATIONALITY OR DOMICILE:	WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:
	1 Citizen of USA or Domiciled in	Anonymous? Yes No X
		Pseudonymous? Yes No X
	AUTHOR OF: (Briefly describe nature of this author's contribution)	If the answer to either of these questions is "Yes" see detailed instructions attached
	words and music	
NAME OF AUTHOR:	DATES OF BIRTH AND DEATH:	
Bernard Edwards	Born 1952 Died	
Was this author's contribution to the work a "work made for hire"? Yes No X		
AUTHOR'S NATIONALITY OR DOMICILE:	WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:	
2 Citizen of USA or Domiciled in	Anonymous? Yes No X	
	Pseudonymous? Yes No X	
AUTHOR OF: (Briefly describe nature of this author's contribution)	If the answer to either of these questions is "Yes" see detailed instructions attached	
words and music		
NAME OF AUTHOR:	DATES OF BIRTH AND DEATH:	
	Born Died	
Was this author's contribution to the work a "work made for hire"? Yes No		
AUTHOR'S NATIONALITY OR DOMICILE:	WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:	
3 Citizen of or Domiciled in	Anonymous? Yes No	
	Pseudonymous? Yes No	
AUTHOR OF: (Briefly describe nature of this author's contribution)	If the answer to either of these questions is "Yes" see detailed instructions attached	

3 Creation and Publication	YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED:	DATE AND NATION OF FIRST PUBLICATION:
	Year 1979	Date June 4 1979
	(This information must be given in all cases)	Nation USA
		(Complete this block ONLY if this work has been published)

4 Claimant(s)	NAME(S) AND ADDRESS(ES) OF COPYRIGHT CLAIMANT(S):
	Chic Music Inc. 110 East 59th Street New York, NY 10022
TRANSFER: (If the copyright claimant(s) named here in space 4 are different from the author(s) named in space 2 give a brief statement of how the claimant(s) obtained ownership of the copyright)	
written agreement	

- Complete all applicable spaces (numbers 5-9) on the reverse side of this page
- Follow detailed instructions attached
- Sign the form at line 8



PA 37-207	EXAMINED BY: <i>VH</i>	APPLICATION RECEIVED: 27 JUN 1979	FOR COPYRIGHT OFFICE USE ONLY
	CHECKED BY:	27 JUN 1979	
	CORRESPONDENCE: <input type="checkbox"/> Yes	DEPOSIT RECEIVED: 27 JUN 1979 27 JUN 1979	
	DEPOSIT ACCOUNT FUNDS USED <input type="checkbox"/>	REMITTANCE NUMBER AND DATE: 285664 JUN 27 79	

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED ADDITIONAL SPACE, USE CONTINUATION SHEET (FORM PA/CON)

## PREVIOUS REGISTRATION:

- Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office? Yes No ☒ X
- If your answer is "Yes," why is another registration being sought? (Check appropriate box)
  - ☐ This is the first published edition of a work previously registered in unpublished form.
  - ☐ This is the first application submitted by this author as copyright claimant.
  - ☐ This is a changed version of the work, as shown by line 6 of the application.
- If your answer is "Yes," give: Previous Registration Number Year of Registration

5

Previous  
Registration

## COMPILATION OR DERIVATIVE WORK: (See instructions)

PREEXISTING MATERIAL. (Identify any preexisting work or works that the work is based on or incorporates)

6

Compilation  
or  
Derivative  
Work

MATERIAL ADDED TO THIS WORK: (Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.)

DEPOSIT ACCOUNT: (If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.)

Name

Account Number

CORRESPONDENCE: (Give name and address to which correspondence about this application should be sent.)

Name Chic Music Inc.

Address 110 East 59th Street

New York, NY 10022

(City)

(State)

(ZIP)

7

Fee and  
Correspond-  
ence

CERTIFICATION: \* I, the undersigned, hereby certify that I am the (Check one)

☐ author ☐ other copyright claimant ☐ owner of exclusive right(s) ☐ authorized agent of(Name of author or other copyright claimant, or owner of exclusive right(s))  
of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Handwritten signature (X)

Typed or printed name

Bernard Edwards

Date 6/19/79

8

Certification  
(Application  
must be  
signed)

Chic Music Inc.

(Name)

110 East 59th Street

(Number, Street and Apartment Number)

New York, New York 10022

(City)

(State)

(ZIP code)

MAIL  
CERTIFICATE  
TO  
120 JUL 13/79  
(Certificate will  
be mailed in  
window envelope)

9

Address  
For Return  
of  
Certificate

# CERTIFICATE OF COPYRIGHT REGISTRATION

This certificate issues under the seal of the Copyright Office in accordance with the provisions of section 110(a) of the 17. United States Code, which states that copyright registration has been made for the work identified below. This information in this certificate has been made a part of the Copyright Office records.

REGISTRATION NUMBER

PA

108-303

PA

PAU

EFFECTIVE DATE OF REGISTRATION

10 JUN 1981

(Month)

(Day)

(Year)

REGISTER OF COPYRIGHTS  
United States of America

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE CONTINUATION SHEET (FORM PA/CON)

1

Title

TITLE OF THIS WORK:

RAPPERS' DELIGHT

NATURE OF THIS WORK: (See instructions)

WORDS AND MUSIC

PREVIOUS OR ALTERNATIVE TITLES:

GOOD TIMES

2

Author(s)

**IMPORTANT:** Under the law, the author of a work made for hire is generally the employer, not the employee (see instructions). If any part of this work was "made for hire," check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates blank.

NAME OF AUTHOR: NILE RODGERS

DATES OF BIRTH AND DEATH

Was this author's contribution to the work a "work made for hire"? Yes No ☒ X

Born (Year) Died (Year)

AUTHOR'S NATIONALITY OR DOMICILE:

1 Citizen of U.S.A. or Domiciled in U.S.A.

(Name of Country)

(Name of Country)

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:

Anonymous? Yes No ☒ X  
Pseudonym? Yes No ☒ X

AUTHOR OF: (Briefly describe nature of this author's contribution)

MUSIC

If the answer to either of these questions is "Yes," see detailed instructions attached.

NAME OF AUTHOR: BERNARD EDWARDS

DATES OF BIRTH AND DEATH

Was this author's contribution to the work a "work made for hire"? Yes No ☒ X

Born (Year) Died (Year)

AUTHOR'S NATIONALITY OR DOMICILE:

2 Citizen of U.S.A. or Domiciled in U.S.A.

(Name of Country)

(Name of Country)

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:

Anonymous? Yes No ☒ X  
Pseudonym? Yes No ☒ X

AUTHOR OF: (Briefly describe nature of this author's contribution)

MUSIC

If the answer to either of these questions is "Yes," see detailed instructions attached.

NAME OF AUTHOR: CHIC MUSIC, INC. As employer for hire OF G. O'BRIAN

DATES OF BIRTH AND DEATH

Was this author's contribution to the work a "work made for hire"? Yes ☒ X No

Born (Year) Died (Year)

AUTHOR'S NATIONALITY OR DOMICILE:

3 Citizen of U.S.A. or Domiciled in U.S.A.

(Name of Country)

(Name of Country)

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:

Anonymous? Yes No ☒ X  
Pseudonym? Yes No ☒ X

AUTHOR OF: (Briefly describe nature of this author's contribution)

NEW LYRICS

If the answer to either of these questions is "Yes," see detailed instructions attached.

3

Creation

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED:

Year 1979

DATE AND NATION OF FIRST PUBLICATION:

Date June 27, 1979

Month Day Year

Nation U.S.A.

(Name of Country)

Publication

(This information must be given in all cases)

(Complete this block ONLY if this work has been published)

4

Claimant(s)

NAME(S) AND ADDRESS(ES) OF COPYRIGHT CLAIMANT(S):

CHIC MUSIC, INC.  
9200 Sunset Boulevard Suite 222  
Los Angeles, California 90069

TRANSFER: If the name(s) of claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of the transfer, and sign and date the transfer.

By Agreement

0 0 2 2 1 - 0 0 0 0

PA: 108-303	EXAMINED BY CHECKED BY <i>MD</i>	APPLICATION RECEIVED 16 JUL 1981	FOR COPYRIGHT OFFICE USE ONLY
	CORRESPONDENCE <input type="checkbox"/> Yes	DEPOSIT RECEIVED 16 JUL 1981 16 JUL 1981	
	DEPOSIT ACCOUNT FUNDS USED <input checked="" type="checkbox"/>	REMITTANCE NUMBER AND DATE	

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED ADDITIONAL SPACE, USE CONTINUATION SHEET (FORM PA/CON)

## PREVIOUS REGISTRATION:

- Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office? Yes ☒ No
- If your answer is "Yes," why is another registration being sought? Check appropriate box:
  - ☐ This is the first published edition of a work previously registered in unpublished form
  - ☐ This is the first application submitted by this author or copyright claimant.
  - ☒ This is a changed version of the work, as shown by the application
- If your answer is "Yes," give: Previous Registration Number *PA 107-207* Year of Registration *1979*

5  
Previous  
Registration

## COMPILATION OR DERIVATIVE WORK: (See instructions)

PREEXISTING MATERIAL: (Identify any preexisting work or works that the work is based on or incorporates.)

MUSIC

MATERIAL ADDED TO THIS WORK: (Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.)

NEW WORDS WITH PIANO ARRANGEMENT WITH GUITAR CHORDS

6  
Compilation  
or  
Derivative  
Work

DEPOSIT ACCOUNT: (If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.)

Name *WARNER BROS. MUSIC*

Account Number

DA 013463

CORRESPONDENCE: (Give name and address to which correspondence about this application should be sent.)

Name *WARNER BROS. MUSIC*Address *9200 Sunset Boulevard, Suite #222**Los Angeles, California 90069*

(City)

(State)

(Zip)

7  
Fee and  
Correspondence

I, the undersigned, hereby certify that I am the author of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

I am the author of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

CHIC MUSIC, INC.

(Name of author, joint author, coauthor, or owner of exclusive rights)

Handwritten signature (X)

Typed or printed name

ALBERT KOHN

Date *6/2/81*8  
Certification  
(Applicant must be signed)

WARNER BROS. MUSIC

9200 Sunset Boulevard, Suite #222

(Number, Street and Apartment Number)

Los Angeles, California 90069

MAIL  
CERTIFICATE  
TO

(Certificate will be mailed)

9  
Address  
For Further  
of  
Certificate



## CONTINUATION SHEET FOR FORM PA

FORM PA/CON

UNITED STATES COPYRIGHT OFFICE

• If at all possible, try to fit the information called for into the spaces provided on Form PA.

• If you do not have space enough for all of the information you need to give on Form PA, use this continuation sheet and submit it with Form PA.

• If you submit this continuation sheet, leave it attached to Form PA. Or, if it becomes detached, clip (do not tape or staple) and fold the two together before submitting them.

PART A of this sheet is intended to identify the basic application. PART B is a continuation of Space 2. PART C is for the continuation of Spaces 1, 4, or 6. The other spaces on Form PA call for specific items of information, and should not need continuation.

REGISTRATION NUMBER	
PA <b>PA</b>	<b>108-308</b>
EFFECTIVE DATE OF REGISTRATION	
<b>16 JUN 1981</b>	
CONTINUATION SHEET RECEIVED	
<b>16 JUN 1981</b>	
Page <b>3</b> of <b>3</b> pages	

DO NOT WRITE ABOVE THIS LINE. FOR COPYRIGHT OFFICE USE ONLY

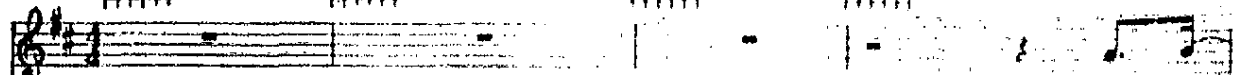
<b>(A)</b> Identification of Application	IDENTIFICATION OF CONTINUATION SHEET: This sheet is a continuation of the application for copyright registration on Form PA, submitted for the following work:	
	<p>• TITLE: (Give the title as given under the heading "Title of this Work" in Space 1 of Form PA.) <b>... RAPPERS' DELIGHT</b></p> <p>• NAME(S) AND ADDRESS(ES) OF COPYRIGHT CLAIMANT(S): (Give the name and address of at least one copyright claimant as given in Space 4 of Form PA.) <b>CHIC MUSIC, INC., 9200 Sunset Boulevard Suite 222</b></p>	
<b>(B)</b> Continuation of Space 2	<p>NAME OF AUTHOR: <b>CHIC MUSIC, INC. As employer for hire of MIKE WRIGHT</b></p> <p>Was this author's contribution to the work a "work made for hire"? Yes <b>X</b> No</p>	<p>DATES OF BIRTH AND DEATH:</p> <p>Born (Year) Died (Year)</p>
	<p>AUTHOR'S NATIONALITY OR DOMICILE:</p> <p>Citizen of <b>U.S.A.</b> } or { Domiciled in <b>U.S.A.</b></p> <p>(Name of Country) (Name of Country)</p>	<p>WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:</p> <p>Anonymous? Yes No <b>X</b></p> <p>Pseudonymous? Yes No <b>X</b></p> <p>If the answer to either of these questions is "Yes" see detailed instructions attached.</p>
	<p>AUTHOR OF: (Briefly describe nature of this author's contribution) <b>NEW LYRICS</b></p>	
<b>(B)</b> Continuation of Space 2	<p>NAME OF AUTHOR: <b>CHIC MUSIC, INC. As employer for hire of HANK JACKSON</b></p> <p>Was this author's contribution to the work a "work made for hire"? Yes <b>X</b> No</p>	<p>DATES OF BIRTH AND DEATH:</p> <p>Born (Year) Died (Year)</p>
	<p>AUTHOR'S NATIONALITY OR DOMICILE:</p> <p>Citizen of <b>U.S.A.</b> } or { Domiciled in <b>U.S.A.</b></p> <p>(Name of Country) (Name of Country)</p>	<p>WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:</p> <p>Anonymous? Yes No <b>X</b></p> <p>Pseudonymous? Yes No <b>X</b></p> <p>If the answer to either of these questions is "Yes" see detailed instructions attached.</p>
	<p>AUTHOR OF: (Briefly describe nature of this author's contribution) <b>NEW LYRICS</b></p>	
<b>(B)</b> Continuation of Space 2	<p>NAME OF AUTHOR:</p> <p>Was this author's contribution to the work a "work made for hire"? Yes No</p>	<p>DATES OF BIRTH AND DEATH:</p> <p>Born (Year) Died (Year)</p>
	<p>AUTHOR'S NATIONALITY OR DOMICILE:</p> <p>Citizen of (Name of Country) } or { Domiciled in (Name of Country)</p>	<p>WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:</p> <p>Anonymous? Yes No</p> <p>Pseudonymous? Yes No</p> <p>If the answer to either of these questions is "Yes" see detailed instructions attached.</p>
	<p>AUTHOR OF: (Briefly describe nature of this author's contribution)</p>	

<b>(C)</b> Continuation of Other Spaces	CONTINUATION OF: <input type="checkbox"/> Space 1 <input type="checkbox"/> Space 4 <input type="checkbox"/> Space 6		
	<p>...</p>		

# GOOD TIMES

Words and Music by  
BERNARD EDWARDS and HILE RODGERS

Moderately

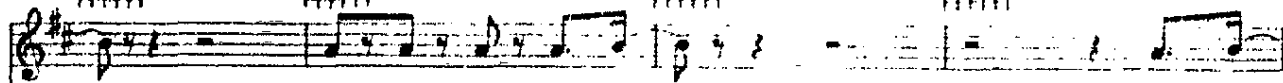


Good times..



these are the good times..

Leave your cares be - hind..



These are the good times.

Good times..



Em7 Em7sus4 A7sus4 A13

these are the good times... Our new state of mind...

Em7 Em7sus4 A7sus4

These are the good times...

A13 Em7

{ Happy days are here a - gain.  
A ru - mor has ... it that it's get - ting late.

A7sus4 A13 Em7

The time is right for mak-in' friends. Let's get to - path - er. How 'bout a  
Time march-es on; just can't wait. The clock keeps turn-in'. Why

The musical score is written for voice and piano. It features a key signature of one sharp (F#) and a 4/4 time signature. The score is divided into four systems, each with a vocal line and a piano accompaniment. The piano part consists of a right-hand melody and a left-hand bass line. Chord diagrams are provided for the vocal line at the beginning of each system. The lyrics are written below the vocal line. The score includes various musical notations such as eighth notes, quarter notes, and rests. The lyrics are: 'these are the good times... Our new state of mind...', 'These are the good times...', '{ Happy days are here a - gain. A ru - mor has ... it that it's get - ting late.', 'The time is right for mak-in' friends. Let's get to - path - er. How 'bout a Time march-es on; just can't wait. The clock keeps turn-in'. Why

4

**A7sus4**  
0 0 0

**A13**  
0 0 0

quar - ter to ten?  
hes - i - tate?

Come to - mor - row,  
You sil - ly fool,

let's all do it a - gain,  
you can't change your fate.

**Em7**  
0 0 0

**A7sus4**  
0 0 0

Boys will be boys.  
Let's cut the rug;

Bet - ter let them have their toys.  
lit - tle jive and jit - ter - bug.

Girls will be girls.  
We want the best.

Cute  
We

**A13**  
0 0

**Em7**  
0 0 0

po - ny - tails and curls.  
won't set - tle for less.

Must put an end  
Don't be a drag.

to this stress and strife.  
Par - tic - i - pate.

**A7sus4**  
0 0 0

**I. A13**  
0 0 0

**D. A13**  
0 0 0

*D.S.  $\frac{3}{4}$  and fade*

I think I want to live the sport - ing life.  
Clams on the half - shell and

Good times, roll - er skates, roller skates Good times.



E4014  
009490

February 21, 1996

AGREEMENT made on ..... between BROADCAST MUSIC, INC. ("BMI"), a

New York corporation, whose address is 320 West 57th Street, New York, N.Y. 10019-3790 and .....

SONY/ATV SONGS LLC

a Limited Liability Company in Delaware xxxxxxxxxx

("Publisher"), whose address is 8 Music Square West

Nashville, TN 37203

## WITNESSETH:

FIRST: The term of this agreement shall be the period from October 1, 1995 to September 30, 2000 and continuing thereafter for additional periods of five (5) years each unless terminated by either party at the end of such initial period or any additional period, upon notice by registered or certified mail not more than six (6) months or less than three (3) months prior to the end of any such period.

SECOND: As used in this agreement, the word "Work" or "Works" shall mean:

A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatic-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and

B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatic-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.

THIRD: Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:

A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, any part or all the Works.

B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.

C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.

FOURTH: Notwithstanding the provisions of subparagraph A of paragraph THIRD hereof:

A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatic-musical work which is an opera, operetta or musical show or more than five (5) minutes from a dramatic or dramatic-musical work which is a ballet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatic-musical work.

B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph THIRD hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatic-musical work, but this right shall not apply to such performances from (1) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatic-musical work.

C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work or Works in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license BMI is given written notice thereof and a copy of the license is supplied to BMI.

## FIFTH:

A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:

(1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

(2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.

(3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.

B. Notwithstanding the provisions of subparagraph A of this paragraph FIFTH, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from



Publisher all of the material with respect to such Work referred to in subparagraph A of paragraph FIFTH hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph FOURTEENTH hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph FOURTH hereof has been granted by Publisher, its publishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of such statement.

SIXTH: In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of paragraph FIFTH hereof. Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

#### SEVENTH:

A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher, directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.

B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.

C. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within eighteen (18) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

EIGHTH: In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI, such termination shall not be effective until the close of the calendar quarterly period during which (A) Publisher shall repay such unearned balance of advances, or (B) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances has been fully recouped by BMI.

#### NINTH:

A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.

B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.

C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph NINTH, or pursuant to subparagraph C of paragraph TWELFTH hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B(2) of this paragraph NINTH, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

#### TENTH:

A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:

(1) A completed clearance form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A(3) of this paragraph TENTH.

(2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly notated; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D(2) of this paragraph TENTH.

(3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.

B. Publisher shall submit the material described in subparagraph A of this paragraph TENTH with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.

C. The submission of each clearance form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

#### D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

## (2) At BMI's request:

(a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.

(b) To obtain and deliver to BMI copies of: unpublished and published Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish any of the Works.

E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

## ELEVENTH: Publisher warrants and represents that:

A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.

B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a clearance form or cue sheet submitted to BMI pursuant to subparagraph A of paragraph TENTH hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

## TWELFTH:

A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph TWELFTH shall not apply to any matter added to, or changes made to, any Work by BMI or its licensees.

B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.

C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to exclude the Work with respect to which a claim is made from this agreement and/or to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.

THIRTEENTH: Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do and act, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph THIRTEENTH shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph THIRTEENTH requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder, shall not constitute an infringement of Publisher's Works on BMI's part.

## FOURTEENTH:

A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publisher's performance royalties earned by any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.

## FIFTEENTH: BMI shall have the right, in its sole discretion, to terminate this agreement if:

A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:

(1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.

(2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.

(3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH.

(4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH have been made by or on behalf of a composer or author to any person, firm, corporation or association.

B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or logging performances.

C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this paragraph FIFTEENTH, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail addressed to the last address furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph SEVENTH hereof.

SIXTEENTH: In the event that during the term of this agreement (1) monies shall not have been earned by Publisher pursuant to paragraph FIFTH hereof for a period of two consecutive years or more, or (2) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail addressed to the last address furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph SEVENTH hereof.

SEVENTEENTH: Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy law or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

EIGHTEENTH: All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules. The arbitrator(s) to be selected as follows:

Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction.

NINETEENTH: Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.

TWENTIETH: Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last address furnished in writing by Publisher to BMI's Department of Writer/Publisher Administration.

TWENTY-FIRST: This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.

TWENTY-SECOND: In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year last above written.

BROADCAST MUSIC, INC.

*Charles Goldman*

Vice President

SONY/ATV SONGS LLC

*Richard Rowe*

By: \_\_\_\_\_  
(Title of Signer) Manager

RICHARD ROWE

BERNARD EDWARDS  
c/o Manatt, Phelps, Rothenberg, Tunney & Phillips  
11355 West Olympic Boulevard  
Los Angeles, California 90064 0 0 2  
Attention: Peter T. Paterno, Esq.

and

NILE RODGERS  
c/o Dennis Katz, P.C.  
845 Third Avenue  
New York, New York 10022

September 1, 1986

Broadcast Music, Inc.  
250 West 57th Street  
New York, New York 10019

Re: Chic Music, Inc.

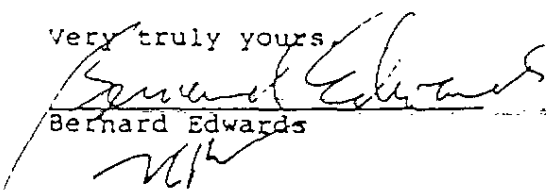
Gentlemen:

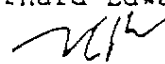
Reference is made to the agreement between Chic Music, Inc. and you dated September 14, 1979, as the same may have been amended and extended (the "Agreement"). Pursuant to the assignment agreements dated as of May 15, 1984, attached hereto as Exhibit "A" and incorporated by reference herein (the "Assignment Agreements"), Chic Music, Inc. assigned the copyrights in and to the musical compositions subject to the Agreement to Nile Rodgers ("Rodgers"), his successors or assigns and to Bernard Edwards ("Edwards"), his successors or assigns, in the respective shares set forth in the Assignment Agreements.

It is our understanding that the account of Chic Music, Inc. is presently unrecouped. Fifty percent (50%) of this unrecouped balance should be assigned to each Edwards' and Rodgers' respective BMI affiliates.

Any and all notices pursuant to the Agreement should be sent to each Edwards and Rodgers at their respective addresses set forth hereinabove. Any and all royalties and statements pursuant to the agreement should be sent to each Edwards and Rodgers at the following addresses: Bernard Edwards, c/o Jess S. Morgan & Co., 6420 Wilshire Boulevard, Nineteenth Floor, Los Angeles, California 90048, Attention: Wally Franson; and Nile Rodgers, c/o Zolt & Loomis, 50 East 42nd Street, Suite 1442, New York, New York 10017, Attention: Marvin Zolt.

Very truly yours,

  
Bernard Edwards

  
Nile Rodgers



For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned parties hereby agree to amend that certain assignment agreement executed on behalf of Chic Music, Inc., dated May 15, 1984 and attached hereto as Exhibit "E" and incorporated by reference herein (the "Assignment Agreement"). Except as otherwise provided to the contrary herein, all terms used herein shall have the same meaning as in the Assignment Agreement.

1. Notwithstanding anything to the contrary contained in the Assignment Agreement, the first paragraph of the Assignment Agreement is hereby amended, as of the date hereof, to provide as follows:

"In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, CHIC MUSIC, INC., a Delaware Corporation with a principal place of business at 33 Pony Trail, Stamford, Connecticut ("ASSIGNOR"), does hereby sell, assign, transfer and set over unto NILE RODGERS, an individual, his successors and assigns ("ASSIGNEE"), c/o Zolt & Loomis, 60 E. 42nd Street, Suite 1442, New York, New York, 10017, Attention: Marvin Zolt, and BERNARD EDWARDS, his successors and assigns ("ASSIGNEE"), c/o Jess S. Morgan & Co., 6420 Wilshire Boulevard, 19th Floor, Los Angeles, California 90048, Attention: Wally Franson, Fifty Percent (50%) to each Assignee, of the copyrights in and to the following musical compositions which have been duly registered for copyright in the United States Copyright Office in the Assignor's names under the dates and identification numbers set forth below, and Fifty Percent (50%) to each Assignee, of the rights, title and interest of the Assignor, vested and contingent, therein and thereto:"

Subject to the foregoing, the terms and provisions of the Assignment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Assignor has caused this agreement to be signed in its corporate name and by its duly

When recorded, return to:

Bernard Edwards  
c/o Jess S. Morgan & Company, Inc.  
6420 Wilshire Blvd., 19th Floor  
Los Angeles, CA 90048



02245 00373

authorized officers, and its corporate seal to be hereunto affixed,  
as of this 15th day of May, 1984.

CHIC MUSIC, INC.

  
Bernard Edwards

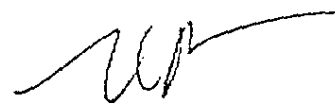
  
Nile Rodgers

EXHIBIT "E"ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, CHIC MUSIC, INC., a Delaware Corporation with a principal place of business at 33 Pony Trail, Stamford, Connecticut ("ASSIGNOR"), does hereby sell, assign, transfer and set over unto PLAN-9 MUSIC, INC., a Delaware corporation with its principal place of business at 9 Covlee Drive, Westport, Connecticut, and BERNARD EDWARDS PRODUCTIONS, INC., a Delaware corporation with its principal place of business at 55 Hedgebrook Lane, their successors and assigns ("ASSIGNEES"), Fifty Percent (50%) to each Assignee, of the copyrights in and to the following musical compositions which have been duly registered for copyright in the United States Copyright Office in the Assignor's names under the dates and identification numbers set forth below, and Fifty Percent (50%) to each Assignee, of the rights, title and interest of the Assignor, vested and contingent, therein and thereto:

<u>Title</u>	<u>Copyright Identification No.</u>	<u>Effective Date</u>	<u>% Interest</u>
AT LAST I AM FREE	PA 55-929	11/8/78	100.00
BABY DOLL	PA 383-887	12/17/81	100.00
BACKFIRED	PA 116-716	6/7/81	100.00
(FUNNY) BONE	PA 55-931	11/8/78	100.00
BURN HARD	PA 140-448	11/23/81	100.00
CAN'T STAND TO LOVE YOU	PA 108-234	8/2/79	100.00
CHARGE PLATES AND CREDIT CARDS	PA 77-178	5/13/80	100.00
CHIC CHEER	PA 55-924	11/8/78	100.00
CHIC (EVERYBODY SAY)	PA 158-664	10/12/82	100.00
CHIP OFF THE OLD BLOCK	PA 77-171	6/30/80	100.00
CITY LIGHTS	PA 155-409	11/5/82	100.00
COULD YOU BE MY BABY aka WOULD YOU BE MY BABY	PA 140-442	11/23/81	100.00
COVER GIRLS	PA 77-179	5/13/80	100.00
DANCE, DANCE, DANCE	EU 833038	10/13/77	66.66
DON'T GO	PA 59-000	10/19/79	100.00
DON'T THROW MY LOVE AWAY	PAU 304-119	4/28/81	100.00
DREAMGIRL	PA 149-577	5/3/82	100.00
EASIER TO LOVE	PA 106-659	1/31/79	100.00

CHIC MUSIC, INC.

Page 2

Title	Copyright Identification No.	Effective Date	% Interest
EASY STREET	PA 68-238	2/11/80	100.00
EST-CE C'EST CHIC	PA 110-219	1/1/78	100.00
EVERYBODY DANCE	PA 110-218	1/1/78	100.00
FALLING IN LOVE WITH YOU	PA 110-220	1/1/78	100.00
FLASHBACK	PA 140-445	11/23/81	100.00
LE FREAK	PA 126-731	9/21/78	100.00
FRIEND TO FRIEND	PA 75-957	5/22/80	100.00
FROSTBITE	PAU 304-10	5/28/81	100.00
GIVE IT UP	PA 75-955	5/22/80	100.00
GOOD GIRL NOW aka I'M A GOOD GIRL	PAU 155-956	1/30/80	100.00
✓GOOD TIMES aka RAPPER'S DELIGHT	PA 37-207		100.00
GOT TO LOVE SOMEBODY	PA 60-534	12/13/79	100.00
HANGIN'	PA 158-663	10/12/82	100.00
HAPPY MAN	PA 55-927	11/8/78	100.00
HAVE FUN (AGAIN)	PA 75-960	5/22/80	100.00
HE'S THE GREATEST DANCER	PA 106-655	12/27/78	100.00
HEY FOOL	PA 155-407	11/5/82	100.00
HIGH SOCIETY	PA 59-103	10/3/79	100.00
HOLD IT	PAU 304-121	4/28/81	100.00
HOLD ME LONELY BOY	PA 59-102	10/3/79	100.00
HOW TO LOVE	PA 68-238	2/11/80	100.00
I'M A GOOD GIRL aka GOOD GIRL NOW	PAU 155-956	1/30/80	100.00
I BELIEVE IN YOU	PA 5-781	5/1/78	50.00
I CAN LOVE	PAU 304-122	4/28/81	100.00
I FEEL YOUR LOVE COMIN'	PA 155-405	11/5/82	100.00
I LIKE LOVE	PAU 34-824	7/26/78	100.00
I GOT PROTECTION	PA 77-172	6/30/80	100.00
I'LL CHANGE MY GAME	PAU 304-123	4/28/81	100.00
I LOVE MY LADY	PAU 422-743	7/16/82	100.00
I LOVE YOU MORE	PA 77-173	6/30/80	100.00

Vol. 22 317822

ASSIGNMENT

ASSIGNOR(S): NILE RODGERS

ASSIGNEE(S): TOMMY JYMI, INC.

PORTION  
CONVEYED: ALL OF HIS UNDIVIDED 50% INTEREST

For valuable consideration, ASSIGNOR hereby assigns, transfers, sets over and conveys to ASSIGNEE that portion of all right, title and interest set forth above in and to the following musical composition(s):

See Schedule "A"

including the copyrights and proprietary rights therein and in any and all versions of said musical composition(s), and any renewals and extensions thereof (whether presently available or subsequently available as the result of intervening legislation) in the United States of America and elsewhere throughout the world, and further including any and all causes of action for infringement of the same, past, present and future, and all proceeds from the foregoing accrued and unpaid and hereafter accruing.

IN WITNESS WHEREOF, the undersigned has (have) executed the foregoing Assignment as of this 13<sup>th</sup> day of June, 1986.



NILE RODGERS

SCHEDULE "A"

	<u>COPYRIGHT NUMBER &amp; DATE</u>	<u>EFFECTIVE DATE</u>	<u>% INTEREST</u>
AT LAST I AM FREE	Pa 55-929	11/8/78	50.00
BABY DOLL	Pa 383-887	12/17/81	50.00
BACKFIRE	Pa 116-716	6/7/81	50.00
(FUNNY) BONE	Pa 55-931	11/8/78	50.00
BURN BARD	Pa 140-448	11/23/81	50.00
CAN'T STAND TO LOVE YOU	Pa 108-234	8/2/79	50.00
CHARGE PLATES AND CREDIT CARDS	Pa 77-178	5/13/80	50.00
CHIC CHEER	Pa 55-924	11/8/78	50.00
CHIC (EVERYBODY SAY)	Pa 158 664	10/12/82	50.00
CHIP OFF THE OLD BLOCK	Pa 77-171	6/30/80	50.00
CITY LIGHTS	Pa 155-409	11/5/82	50.00
COULD YOU BE MY BABY aka WOULD YOU BE MY BABY	Pa 140-442	11/23/81	50.00
COVER GIRLS	Pa 77-179	5/13/80	50.00
DANCE, DANCE, DANCE	Eu 833038	10/13/77	50.00
DON'T GO	Pa 59-000	10/19/79	50.00
DON'T THROW MY LOVE AWAY	Pau 304-119	4/28/81	50.00
DREAMGIRL	Pa 149-577	5/3/82	50.00
EASIER TO LOVE	Pa 106-659	1/31/79	50.00



SCHEDULE "A"

	<u>COPYRIGHT NUMBER &amp; DATE</u>	<u>EFFECTIVE DATE</u>	<u>% INTEREST</u>
EASY STREET	Pa 68-238	2/11/80	50.00
EST-CE C'EST CHIC	Pa 110-219	1/1/78	50.00
EVERYBODY DANCE	Pa 110-218	1/1/78	50.00
FALLING IN LOVE WITH YOU	Pa 110-220	1/1/78	50.00
FLASHBACK	Pa 140-445	11/23/81	50.00
LE FREAK	Pa 126-731	9/21/78	50.00
FRIEND TO FRIEND	Pa 75-957	5/22/80	50.00
FROSTBITE	Pau 304-10	5/28/81	50.00
GIVE IT UP	Pa 75-955	5/22/80	50.00
GOOD GIRL NOW aka I'M A GOOD GIRL	Pau 155-956	1/30/80	50.00
✓ GOOD TIMES aka RAPPER'S DELIGHT	Pa 37-207	6/4/79	50.00
GOT TO LOVE SOMEBODY	Pa 60-534	12/13/79	50.00
HANGIN'	Pa 158-663	10/12/82	50.00
HAPPY MAN	Pa 55-927	11/8/78	50.00
HAVE FUN (AGAIN)	Pa 75-960	5/22/80	50.00
HE'S THE GREATEST DANCER	Pa 106-655	12/27/78	50.00
HEY FOOL	Pa 155-407	11/5/82	50.00
HIGH SOCIETY	Pa 59-103	10/3/79	50.00

ASSIGNMENT

EXHIBIT A-1

to an agreement between TOMMY JYMI, INC. (BMI) and PLAN NINE MUSIC, INC. (ASCAP), on the one hand, and SONY SONGS INC. (BMI) and SONY TUNES INC. (ASCAP), on the other, dated January 3, 1995 (SMP 94-71).

(Reference - Subparagraph 1.01(a))

KNOW ALL MEN BY THESE PRESENTS:

The undersigned:

Name: NILE RODGERS

Address: c/o Dennis Katz, Esq., 845 Third Avenue, Suite 1400,  
New York, New York 10022  
("Assignor")

for good and valuable consideration now received, hereby sells and assigns unto:

Name: TOMMY JYMI, INC. (BMI)

Address: c/o Dennis Katz, Esq., 845 Third Avenue, Suite 1400,  
New York, New York 10022  
("First Assignee"),

and its successors and assigns forever, one hundred percent (100%) of Assignor(s)' interest in the copyright(s) (including renewals, if applicable) in and to, and all of the right, title and interest of the undersigned Assignor(s) in and to, all musical compositions Assignor owns, in whole or part, including without limitation, the musical composition(s) listed on Schedule A annexed (all such compositions hereinafter collectively the "Compositions"), throughout the world, which First Assignee, in turn, for good and valuable consideration now received, hereby sells and assigns unto:

Name: SONY SONGS INC. (BMI)

Address: 550 Madison Avenue, New York, New York 10022-3211  
("Second Assignee")

KNOW ALL MEN

17590/pdb  
(12/22/94) (RL 17591)

28

ACS [SMP 94-71.2(2)]  
(dcm.6)

Address: S. S.

WLB

and its successors and assigns forever, an undivided one hundred percent (100%) of Assignor(s)' interest in the copyright(s) (including renewals, if applicable) in and to, and all of the right, title and interest of Assignor(s) in and to, the Composition(s), throughout the world.

THIS INSTRUMENT is subject to all of the terms and conditions of the agreement dated January 3, 1995 between First Assignee and Second Assignee.

DATED: January 3, 1995

  
NILE RODGERS

TOMMY JYMI, INC.


By 

#### ACKNOWLEDGEMENTS

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss

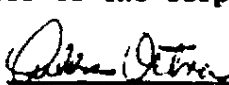
On DECEMBER 23, 1994, before me personally came Nile Rodgers, known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed it.

STATE OF NEW YORK )  
COUNTY OF NEW YORK )

  
Notary Public, State of New York  
No. 31-7776700  
Qualified in New York County  
Commission Expires October 31, 1996

On DECEMBER 23, 1994, before me personally came NILE RODGERS, known to me, who, duly sworn by me, did depose and say that he resides at 210 W 47th St, that he is the PRESIDENT of TOMMY JYMI, INC., the corporation described in and which executed the foregoing instrument, and that he signed it by order of the Board of Directors of the corporation.

DATED: 1994

  
Notary Public, State of New York  
No. 31-7776700  
Qualified in New York County  
Commission Expires October 31, 1996

17590/pdb  
(12/22/94) (RL 17591)

29

ACS (SNP 94-71.2(2))  
(dkm.6)

*WCS*

SCHEDULE A

to an agreement between TOMMY JYMI, INC. (BMI) and PLAN NINE MUSIC, INC. (ASCAP), on the one hand, and SONY SONGS INC. (BMI) and SONY TUNES INC. (ASCAP), on the other, dated January 3, 1995 (SMP 94-71).

(Reference Subparagraph 1.01(a))

Compositions

<u>Title</u>	<u>Writer(s)</u>	<u>Publisher Splits</u>	<u>U.S. Copyright Registration No./Date</u>
AT LAST I AM FREE	NILE RODGERS		
BABY DOLL	NILE RODGERS		
BACKFIRED	NILE RODGERS		
X BELIEVER	NILE RODGERS		
BURN HARD	NILE RODGERS		
CAN'T STAND TO LOVE YOU	NILE RODGERS		
CHARGE PLATES & CREDIT CARDS	NILE RODGERS		
CHIC (EVERYBODY SAY)	NILE RODGERS		
CHIC CHEER	NILE RODGERS		
CHICISM	NILE RODGERS		
CHIC MYSTIQUE	NILE RODGERS		
CHIC MYSTIQUE (REPRISE)	NILE RODGERS		
CHIP OFF THE OLD BLOCK	NILE RODGERS		
CITY LIGHTS	NILE RODGERS		
COVER GIRLS	NILE RODGERS		
DANCE DANCE DANCE (YOWSAH Y)	NILE RODGERS		
DANCE DANCE DANCE	NILE RODGERS		
DANCE DANCE DANCE	NILE RODGERS		
DOIN' THAT THING TO ME	NILE RODGERS		
DON'T GO	NILE RODGERS		
DREAMGIRL	NILE RODGERS		
EASIER TO LOVE	NILE RODGERS		
EASY STREET	NILE RODGERS		
EST-CE QUE CEST	NILE RODGERS		
EVERYBODY DANCE	NILE RODGERS		
EVERYTHING'S GONNA BE ALRIGHT	NILE RODGERS		
FALLING IN LOVE WITH YOU	NILE RODGERS		
FLASHBACK	NILE RODGERS		

17590/pdb  
(12/22/94) (RL 17591)

19

ACS (SMP 94-71.2(2))  
(dkm.6)

AT LAST I AM  
BABY DOLL  
BACKFIRED  
X BELIEVER  
BURN HARD  
CAN'T STAND

*NR*

*dcg*

FRIEND TO FRIEND	NILE RODGERS
FUNNY BONE	NILE RODGERS
GIRL, DON'T BE NO	
FOOL (REMIX)	NILE RODGERS
GIRL, DON'T BE NO	
FOOL (# 12.307)	NILE RODGERS
GIRL, DON'T BE NO	
FOOL (# 40.00)	
X GIVE IT UP	NILE RODGERS
X GIVE ME THE LOVIN'	NILE RODGERS
X GO GO DANCER (REMIX)	NILE RODGERS
✓ GOOD TIMES	NILE RODGERS
GOT TO LOVE SOMEBODY	NILE RODGERS
HANGIN'	NILE RODGERS
HAPPY MAN	NILE RODGERS
HAVE FUN (AGAIN)	NILE RODGERS
HE'S THE GREATEST DANCER	NILE RODGERS
HEY FOOL	NILE RODGERS
HIGH	NILE RODGERS
HIGH SOCIETY	NILE RODGERS
HOLD IT	NILE RODGERS
HOLD ME LONELY BOY	NILE RODGERS
HOW TO LOVE	NILE RODGERS
X I'M A GOOD GIRL NOW	NILE RODGERS
I'M COMING OUT	NILE RODGERS
I BELIEVE IN YOU	NILE RODGERS
I FEEL YOUR LOVE	
COMIN ON	NILE RODGERS
I GOT IT	NILE RODGERS
I GOT PROTECTION	NILE RODGERS
I LIKE LOVE	NILE RODGERS
I LOVED YOU MORE	NILE RODGERS
IN IT TO WIN IT	NILE RODGERS
IN LOVE WITH MUSIC	NILE RODGERS
THE INTRODUCTION	NILE RODGERS
IT'S ALRIGHT (TO	
LOVE ME)	NILE RODGERS
I WANT YOU LOVE	NILE RODGERS
I WANT TO FALL IN LOVE	NILE RODGERS
I AM WAS MOVING	NILE RODGERS
JUDY	NILE RODGERS
JUSAGROOVE	NILE RODGERS
JUST OUT OF REACH	NILE RODGERS
KING OF THE WORLD	NILE RODGERS
KISSING WITH CONFIDENCE	NILE RODGERS
LE FREAK	NILE RODGERS
LET'S GO ON VACATION	NILE RODGERS
LOST IN MUSIC	NILE RODGERS
M.M.F.T.C.F.	NILE RODGERS

17590/pdb  
(12/22/94) (RL 17591)

20

ACS [SNP 94-71.2(2)]  
(dks.4)

*Nr*

*dcz*



0 0 1 1 9 9 0 0 6 0 1 9  
SONY SONGS INC.  
EPIC/SOLAR INC.  
SONY LATIN MUSIC PUBLISHING, INC.  
550 Madison Avenue  
New York, NY 10022

November 1 1995

BMI  
320 West 57th Street  
New York, NY 10019

Re: Sony Songs Inc., Epic/Solar Inc.  
and Sony Latin Music Publishing Inc.

Gentlemen:

The undersigned have this date sold and assigned all of the musical compositions in the above identified catalogs to Sony/ATV Songs LLC. Please change your records accordingly. All of the catalogs should be maintained in separate special accounts for all purposes, including awards and accountings. All accountings should be sent to Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37202 Attn: Director of Publishing Administration. All notices and other communications should be sent to Sony/ATV Music Publishing LLC, 550 Madison Avenue, New York, NY 10022 Attn: Vice President of Business Affairs and Administration.

Very truly yours,

SONY SONGS INC.

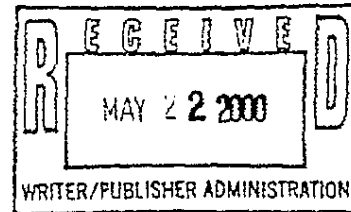
By: [Signature]

EPIC/SOLAR INC.

By: [Signature]

SONY LATIN MUSIC PUBLISHING INC.

By: [Signature]



Legal & Business Affairs, Performing Rights

BMI INTEROFFICE MEMORANDUM

TO: Louise O'Sullivan cc: Gary Cannizzo  
(Complete File for microfilming)  
FROM: Gary F. Roth  
DATE: May 17, 2000  
RE: Bernard Edwards, Deceased (Current Affiliation: ASCAP)  
(Schedule D), # 101315 ... Bernard Edwards (Estate) X 3.2 29 ✓  
Bernard's Other Music, # 26748

Attached is a letter agreement dated February 29, 2000, with publisher basic agreement (Exhibit "A") which cancels and supersedes the prior agreement with Bernard's Other Music

Agreement With: The Bernard Edwards Company, L.L.C., Wallace D. Franson, Executor of the Estate of Bernard Edwards and as Trustee of the Michael Edwards Trust, the David Edwards Trust, the Mark Edwards Trust, the Portia Edwards Trust, the Leah Edwards Trust, and the Bernard Edwards, Jr. Trust

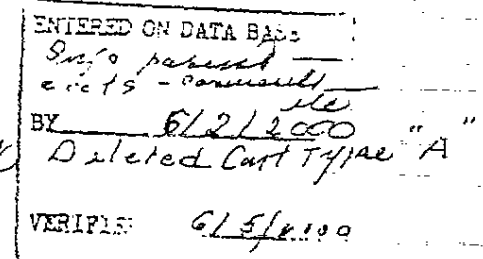
Date of Basic Agreement: February 28, 2000

Period of Basic Agreement: July 1, 1999, to June 30, 2004, with automatic five-year renewals unless canceled.

All works cleared under the prior basic agreement is covered by the new basic.

Royalties: There are no withheld royalties on either the writer account of Bernard Edwards or the publisher account of Bernard's Other Music. All future royalties are to be made payable and mailed as follows:

The Bernard Edwards Co., L.L.C.  
5750 Wilshire Blvd., Suite 590  
Los Angeles, CA 90036



May 17, 2000

Page 2

Statements and Correspondence:

Sent to the same address

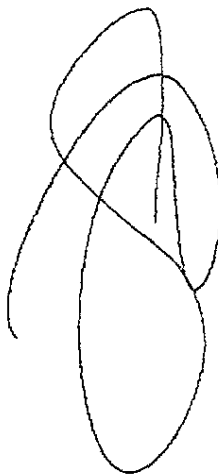
Federal Tax ID Number: 95-4765394

Documents Attached for Microfilming:

1. Letter Agreement with Exhibit "A"
2. W-9 IRS Form for The Bernard Edwards Co., L.L.C.
3. 101 Form for The Bernard Edwards Co., L.L.C.
4. Attachment for 101 listing members, percent of ownership and Tax ID Numbers
5. Articles of Organization for a Connecticut Limited Liability Company
6. Decree RE: Administration and Distribution
7. Assignment of Copyright by the Michael Edwards Trust
8. Assignment of Copyright by the David Edwards Trust
9. Assignment of Copyright by the Mark Edwards Trust
10. Assignment of Copyright by the Portia Edwards Trust
11. Assignment of Copyright by the Leah Edwards Trust
12. Assignment of Copyright by the Bernard Edwards, Jr. Trust
13. Assignment of Copyright by the The Bernard Edwards Company, L.L.C.

GR:wj

cc: J. Ruiz

A large, stylized handwritten signature or set of initials, possibly reading 'J. Ruiz', is written in black ink. The signature is composed of several overlapping loops and curves.



February 29, 2000

Wallace D. Franson, Trustee  
c/o Jess S. Morgan & Company, Inc.  
5750 Wilshire Blvd, Ste. 590  
Los Angeles, CA 90036-3697

RE: Estate of Bernard Edwards

Dear Mr. Franson:

This will confirm our understanding as follows:

We are entering into the publisher agreement annexed hereto as Exhibit "A" (herein called the "basic agreement") in reliance upon the following warranties and representations:

I. You warrant and represent:

(a) that Bernard Edwards, hereinafter called the "decedent", died testate and a resident of the State of Connecticut on April 18, 1996; and

(b) that you were appointed Executor of the Estate of Bernard Edwards by the Westport Probate Court, Connecticut, on June 3, 1996; and

(c) that pursuant to Assignments dated January 1, 2000, from you as Executor of the Estate of Bernard Edwards, the Michael Edwards Trust, the David Edwards Trust, the Mark Edwards Trust, the Portia Edwards Trust, the Leah Edwards Trust, and the Bernard Edwards, Jr. Trust were each assigned an 8.33% Copyright interest and an 16.67% Administration Rights interest in and to all of the works written by Bernard Edwards and published by Bernard's Other Music; and

(d) that you as Trustee of each of the Michael Edwards Trust, the David Edwards Trust, the Mark Edwards Trust, the Portia Edwards Trust, the Leah Edwards Trust, and the Bernard Edwards, Jr. Trust have assigned to the Bernard Edwards Company, LLC (the "Company") all of the rights held by said Trusts with respect to the works written and published by the decedent, and that during the term of the basic agreement, the Company will own and control all of

February 29, 2000

Page 2

the rights granted to BMI pursuant to the basic agreement with respect to all works published by the decedent which are embraced by the basic agreement as well as all works formerly embraced by the agreement between the decedent and BMI dated April 10, 1981, which BMI has continued to license for the decedent as a writer; and

(e) that the Estate of Bernard Edwards is now closed; and

(f) that notwithstanding any representations decedent may have made to BMI during his lifetime, you have not purported to grant or assign to any other performing rights organization the right to license performances of the works embraced by the basic agreement or by the agreement between the decedent and BMI dated April 10, 1981; and that BMI has the right to license the writer share in all of the works written by Bernard Edwards through June 30, 1983, and the publisher share on all of the works of Bernard's Other Music; and

(g) that all debts, taxes, and expenses of any kind which are due, or might become due, on behalf of the decedent or his estate have been paid.

2. The basic agreement shall be deemed to contain the following additions and modifications:

(a) The date of the basic agreement shall be deemed to be February 28, 2000.

(i) In Paragraph numbered FIRST: the word "period" shall mean the term from July 1, 1999, to June 30, 2004, and continuing thereafter for additional terms of five (5) years each unless terminated by either party by the end of said initial term or any additional term upon notice by registered or certified mail not more than six (6) months or less than three (3) months prior to the end of any such term.

3. The basic agreement, as of its effective date, shall cancel and supersede the agreement between the decedent doing business as Bernard's Other Music and BMI dated January 19, 1981, and all modifications thereof. All works embraced by said agreement shall be deemed included in the basic agreement.

4. In reliance upon the warranties and representations contained above, BMI agrees to pay The Bernard Edwards Company, LLC, any royalties that have been withheld and which may hereafter become due on behalf of the decedent doing business as Bernard's Other Music under the basic agreement, as well as any royalties which



February 29, 2000  
Page 3

become payable for performances of the works of Bernard Edwards as a writer with respect to his works existing as of June 30, 1983.

6. In consideration of the foregoing, you all agree, jointly and severally, to indemnify, save and hold BMI free and harmless from and against any and all claims, actions, demands, recoveries and judgments of any and all creditors, heirs, assignees or successors of the decedent in connection with aforesaid agreements dated January 19, 1981, and April 10, 1981, and any modifications thereof or any payments to The Bernard Edwards Company, LLC by BMI under said agreements and the basic agreement by virtue of your warranties and representations contained herein.

Very truly yours,

ACCEPTED AND AGREED TO:

BROADCAST MUSIC, INC.

THE BERNARD EDWARDS COMPANY, L.L.C.

By: [Signature]

President

By: [Signature]

Gary F. Roth

Assistant Vice President

95-4765394

Federal Tax ID Number of The  
Bernard Edwards Company, L.L.C.

[Signature]  
Wallace D. Franson, as Executor of the  
Estate of Bernard Edwards and as Trustee  
of the Michael Edwards Trust, the David  
Edwards Trust, the Mark Edwards Trust,  
the Portia Edwards Trust, the Leah Edwards  
Trust, and the Bernard Edwards, Jr. Trust

Exhibit "A"



AGREEMENT made on ..... between BROADCAST MUSIC, INC. ("BMI"), a  
New York corporation, whose address is 320 West 57th Street, New York, N.Y. 10019-3790 and .....

..... doing business as .....  
..... ("Publisher"), whose address is .....

## WITNESSETH:

FIRST: The term of this agreement shall be the period from .....  
to ..... and continuing thereafter for additional periods of five (5) years each unless  
terminated by either party at the end of such initial period or any additional period, upon notice by registered or certified mail not more  
than six (6) months or less than three (3) months prior to the end of any such period.

SECOND: As used in this agreement, the word "Work" or "Works" shall mean:

A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and

B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.

THIRD: Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:

A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, any part or all the Works.

B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.

C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.

FOURTH: Notwithstanding the provisions of subparagraph A of paragraph THIRD hereof:

A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera, operetta or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph THIRD hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.

C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work or Works in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license BMI is given written notice thereof and a copy of the license is supplied to BMI.

## FIFTH:

A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:

(1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

(2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.

(3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.

B. Notwithstanding the provisions of subparagraph A of this paragraph FIFTH, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from

Publisher of all the material with respect to such Work referred to in subparagraph A of paragraph TENTH hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph FOURTEENTH hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph FOURTH hereof has been granted by Publisher, its co-publishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of such statement.

SIXTH: In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of paragraph FIFTH hereof. Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

SEVENTH:

A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.

B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.

C. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within eighteen (18) months from the date of BMI's request therefore, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

EIGHTH: In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI, such termination shall not be effective until the close of the calendar quarterly period during which (A) Publisher shall repay such unearned balance of advances, or (B) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances has been fully recouped by BMI.

NINTH:

A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.

B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.

C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph NINTH, or pursuant to subparagraph C of paragraph TWELFTH hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B(2) of this paragraph NINTH, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

TENTH:

A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:

(1) A completed clearance form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A(3) of this paragraph TENTH.

(2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D(2) of this paragraph TENTH.

(3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.

B. Publisher shall submit the material described in subparagraph A of this paragraph TENTH with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.

C. The submission of each clearance form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained therein is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

## (2) At BMI's request:

(a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.

(b) To obtain and deliver to BMI copies of: unpublished and published Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish any of the Works.

E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

## ELEVENTH: Publisher warrants and represents that:

A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.

B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a clearance form or cue sheet submitted to BMI pursuant to subparagraph A of paragraph TENTH herof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

## TWELFTH:

A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph TWELFTH shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.

B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.

C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to exclude the Work with respect to which a claim is made from this agreement and/or to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.

THIRTEENTH: Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph THIRTEENTH shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph THIRTEENTH requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder, shall not constitute an infringement of Publisher's Works on BMI's part.

## FOURTEENTH:

A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers' performance royalties earned by any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.

## FIFTEENTH: BMI shall have the right, in its sole discretion, to terminate this agreement if:

A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:

(1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.

(2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.



(3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH.

(4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH have been made by or on behalf of a composer or author to any person, firm, corporation or association.

B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or logging performances.

C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this paragraph FIFTEENTH, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph SEVENTH hereof.

SIXTEENTH: In the event that during the term of this agreement (1) monies shall not have been earned by Publisher pursuant to paragraph FIFTH hereof for a period of two consecutive years or more, or (2) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail addressed to the last address furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. In the event of such termination, no payments shall be due Publisher pursuant to paragraph SEVENTH hereof.

SEVENTEENTH: Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

EIGHTEENTH: All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows:

Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction.

NINETEENTH: Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.

TWENTIETH: Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last address furnished in writing by Publisher to BMI's Department of Writer/Publisher Administration.

TWENTY-FIRST: This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.

TWENTY-SECOND: In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

BROADCAST MUSIC, INC.

By..... Vice President

By.....  
(Title of Signer).....



Form **W-9**  
(Rev. March 1994)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do NOT  
send to the IRS.

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)  
**The Bernard Edwards Co., L.L.C.**

Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☒ Other **Ltd. Liability Corp.**

Address (number, street, and apt. or suite no.)  
**5750 Wilshire Blvd., Suite 590**

City, state, and ZIP code  
**Los Angeles, CA 90036**

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** below.

Social security number  
| | | | | |

OR

Employer identification number  
9 | 5 | 4 | 7 | 6 | 5 | 3 | 9 | 4

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

List account number(s) here (optional)

## Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

## Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification instructions.**—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign  
Here

Signature

**Wallace D. Franson,**

Date **4/20/2000**

Trustee

Section references are to the Internal Revenue Code.

**Purpose of Form.**—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What Is Backup Withholding?**—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.

**How To Get a TIN.**—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

<u>TIN</u>	<u>OWNER</u> <u>SHIP</u>	<u>MEMBERS:</u>
95-7050894	1/6	Wallace D. Franson, Trustee of the Bernard Edwards, Jr. Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036
95-7050893	1/6	Wallace D. Franson, Trustee of the Mark Edwards Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036
95-7050892	1/6	Wallace D. Franson, Trustee of the David Edwards Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036
95-7050891	1/6	Wallace D. Franson, Trustee of the Portia Edwards Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036
95-7050895	1/6	Wallace D. Franson, Trustee of the Michael Edwards Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036
95-7050890	1/6	Wallace D. Franson, Trustee of the Leah Edwards Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036



SECRETARY OF THE STATE  
30 TRINITY STREET  
P.O. BOX 150470  
HARTFORD, CT 06115-0470

MAY 4, 2000

IRCHARD J. POBER  
P.O. BOX 710  
WESTPORT, CT 06881

Jess S. Morgan & Company

MAY - 8 2000

RM

RE: Acceptance of Business Filing

This letter is to confirm the acceptance of the following business filing:

Business Name:  
THE BERNARD EDWARDS COMPANY, LLC

Work Order Number: 2000071353-001  
Business Filing Number: 0002106679  
Type of Request: ARTICLES OF ORGANIZATION  
File Date/Time: MAY 04 2000 08:30 AM  
Effective Date/Time:  
Work Order Payment Received: 85.00  
Payment Received: 85.00  
Account Balance: .00  
Customer Id: 630874  
Business Id: 0650746

If applicable for this type of request, a summary of the business information now on our records for this business is enclosed.

If you would like copies of this filing you must complete a Request for Corporate Copies and submit it with the appropriate fee.

SUSAN LOGATTO  
Commercial Recording Division  
860-509-6003

BUSINESS FILING REPORT

WORK ORDER NUMBER: 2000071353-001  
BUSINESS FILING NUMBER: 0002106679

BUSINESS NAME:

THE BERNARD EDWARDS COMPANY, LLC

BUSINESS LOCATION:

5750 WILSHIRE BLVD.  
SUITE 590  
LOS ANGELES, CA 90036

\*\* END OF REPORT \*\*

For Internal BMI Use Only

Received

Performing Rights  
Administration

Performing Rights Administration

For Internal BMI Use Only

Entered Via Scope

By: \_\_\_\_\_

Verified: \_\_\_\_\_

## PLEASE SUPPLY THE FOLLOWING INFORMATION

Date \_\_\_\_\_

EXACT COMPANY NAME: The Bernard Edwards Company, L.L.C.

If this is a new name, indicate former name \_\_\_\_\_  
and enclose cashier's check, money order or personal check payable to BMI for \$75.00, the administrative fee for processing a change of publishing company name or for a change in ownership.

## BUSINESS ADDRESS:

(include zip code and name of  
individual if essential to proper  
delivery of mail)

5750 Wilshire Blvd., Suite 590Los Angeles, CA 90036

## BUSINESS PHONE:

323 634-2400

area code

Fax # 323-937-6532

URL Web Site \_\_\_\_\_

## COMPLETE ONE SECTION ONLY

## A. B. C. O. R. D.

## A. INDIVIDUALLY OWNED:

Full Name of Individual \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

Home Address \_\_\_\_\_

Zip Code \_\_\_\_\_

## B. PARTNERSHIP:

Fed. Tax Acct. No. \_\_\_\_\_

(If not available request form S.S. #4 from IRS)

## List all Partners

FULL NAME	HOME ADDRESS	Soc. Sec. No.	Pctg. of Ownership
_____	_____	_____	_____
_____	_____ Zip Code _____	_____	_____
_____	_____ Zip Code _____	_____	_____
_____	_____ Zip Code _____	_____	_____



**C. FORMALLY ORGANIZED CORPORATION:**

Fed. Tax Acct. No. \_\_\_\_\_

(If not available request form S.S. #4 from IRS)

Indicate State in which incorporated \_\_\_\_\_

**List all Officers**

FULL NAME	TITLE	HOME ADDRESS
SS # _____		Zip Code _____
SS # _____		Zip Code _____
SS # _____		Zip Code _____

**List all Stockholders**

FULL NAME	HOME ADDRESS	Pctg. of Ownership
SS # _____	Zip Code _____	
SS # _____	Zip Code _____	
SS # _____	Zip Code _____	

**D. FORMALLY ORGANIZED LIMITED LIABILITY COMPANY:**

(Complete only if company is now in existence)

List All Members. (If more than four, attach extra sheet)

Name	Home Address & Zip Code	Soc. Sec. No. or Fed. Tax Acct. No.	Percentage Of Ownership
SEE ATTACHED			

List Manager(s) Authorized Under Articles of Organization, If Any

Name	Home Address & Zip Code	Soc. Sec. No. or Fed. Tax Acct. No.	Does he/she have authority to sign agreements and otherwise act on behalf of company?
SAME AS MEMBERS			YES

**If new corporate name is indicated on page 1, check one:**

Old corporation or Limited Liability Company  
has changed its name

☐ (Copy of Certificate of Change of Name filed with  
Secretary of State must be attached)

New corporation or Limited Liability Company  
has been formed

☒ (Copy of Certificate of Incorporation or Articles of  
Organization for LLC's filed with Secretary of State  
must be attached)

**PLEASE SIGN AND RETURN (WITH \$75.00 FEE FOR CHANGING PUBLISHING CO. NAME OR CHANGE IN  
OWNERSHIP)**

Signature of owner, partner, or member/manager

TITLE

WALLACE D. FRANKSON

(Please print name of person signing)

### BMI Administrative Territories

BMI  
Publisher Administration  
8730 Sunset Blvd.  
3rd Floor West  
Los Angeles, CA 90069  
310-659-9109

BMI\*  
Publisher Administration  
320 West 57<sup>th</sup> Street  
New York, NY 10019  
212-586-2000

\*Territory Includes Alaska,  
Hawaii, Puerto Rico, the U.S.  
Virgin Islands, American Samoa  
and Guam

BMI  
Publisher Administration  
10 Music Square East  
Nashville, TN 37203  
615-401-2000

BMI  
Publisher Administration  
84 Harley House  
Marylebone Road  
London NW1 5HN  
01144171 436-2036



**PLEASE RETURN THIS DOCUMENT TO THE BMI OFFICE RESPONSIBLE FOR YOUR STATE.  
ATTENTION: PUBLISHER ADMINISTRATION**

DECREE RE: ADMINISTRATION  
AND DISTRIBUTION (PC-262)  
REV. 10/98

STATE OF CONNECTICUT  
COURT OF PROBATE

VOL 704 PG 069  
Recorded:  
Page: 1

Court of Probate, District of Westport  
District Number 158

96-000083

Estate of: BERNARD EDWARDS, late of Westport

Date of Administration Account: 12/08/1999

At a Court of Probate held at the place and time of hearing set by the Court together with any continuances thereof, as of record appears, on the fiduciary's application for allowance of the administration account indicated above, ascertainment of heirs and distributees, and an order of distribution.

PRESENT: Hon. KEVIN M. O'GRADY, Judge

After due hearing THE COURT FINDS that:

Notice of hearing was given in accordance with the order of notice previously given.

All succession taxes due to the State of Connecticut have been paid.

The distributees of the rest, residue and remainder of said estate are as set forth in the schedule of proposed distribution in said account.

WHEREFORE, it is ORDERED AND DECREED that:

Said account is allowed and approved.

Any unpaid bequests or legacies shall be paid over to those legally entitled thereto.

The rest, residue and remainder of said estate be distributed, transferred and paid over to and among the distributees or their fiduciaries by the fiduciary of the estate as set forth in the schedule of proposed distribution of said account, and in accordance with the provisions of the Will, and Codicil(s) if any, of said deceased.

It is further ORDERED AND DECREED that said fiduciary make due return of compliance with this Order.

\*

Dated at Westport, CT, this 27th day of December, 1999.

\*And it is further DECREED that the estate  
is completed and closed this 31st day  
of December, 1999.

  
KEVIN M. O'GRADY, Judge

## ARTICLES OF ORGANIZATION FOR A CONNECTICUT LIMITED LIABILITY COMPANY

NOTE: This form constitutes only the minimum statutory requirements for filing with the Office of the Secretary of the State. Should you wish to include additional information, you may attach a plain sheet of 8 1/2 x 11 paper to the document.

1. The name of the limited liability company:

The Bernard Edwards Company, LLC

2. The nature of business to be transacted or the purpose to be promoted or carried out the limited liability company is as follows:

The Company's purpose is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

3. Principal office address: (P.O. Box is not acceptable) 5750 Wilshire Blvd., Suite 590, Los Angeles, CA, 90036

4. Statutory agent for service of process, P.A. 93-267 §5:

Name: Richard J. Poher Business Address: 19 Ludlow Road, Westport, CT 06880

Residence Address: 7 Aspetuck Hill Lane, Weston, Connecticut 06883

5. The latest date upon which the limited liability company will dissolve:

May 1, 2055

## EXECUTION

6. Dated this 31st day of December, 1999

7. Wallace D. Franson, Manager  
Name and capacity of signatory (print or type)

8. [Signature]  
Signature

9. Acceptance of appointed statutory agent.

Richard J. Poher  
Print Name

10. [Signature]  
Signature

Rec: CC:

Richard J. Poher, Esquire  
19 Ludlow Road  
Westport, CT 06880

Please provide filer's name and complete address for mailing receipt

RETURN FORM TO:  
Secretary of the State  
30 Trinity Street  
Hartford, CT 06106

APS LLC CT-18

## ASSIGNMENT OF COPYRIGHT

ASSIGNOR: **WALLACE D. FRANSON,**  
AS TRUSTEE OF THE  
BERNARD EDWARDS, JR. TRUST  
LEAH EDWARDS TRUST  
PORTIA EDWARDS TRUST  
MARK EDWARDS TRUST  
DAVID EDWARDS TRUST  
MICHAEL EDWARDS TRUST

ASSIGNEE: **THE BERNARD EDWARDS COMPANY, LLC**

PORTION  
ASSIGNED: AN UNDIVIDED FIFTY PERCENT (50%)  
OF THE COPYRIGHT OWNERSHIP

ONE HUNDRED PERCENT (100%)  
OF THE ADMINISTRATION RIGHTS

The Assignor hereby sells, assigns, transfers and sets over unto the Assignee the above-indicated portion of Assignor's right, title and interest in and to the musical compositions (or fractional shares thereof) listed on the annexed Schedule (the "Compositions"), including, but not limited to the worldwide copyrights in and to said compositions, their titles, and lyrics (including any renewals and/or extensions now or hereafter provided by law) , AS WELL AS the exclusive right to administer, control, use, exploit receive income from, and otherwise deal in and for said Compositions (or, in the Assignor's sole discretion, to authorize third parties to do so, in the Assignor's name and on Assignor's behalf, in whole or in part and throughout the world or in lesser territories ) throughout the world in perpetuity in accordance with the terms and conditions of the Co-Publishing Agreement dated August 21, 1997 among the Assignor (acting in his capacity as Executor of the Estate of Bernard Edwards, Deceased), Bambi Edwards, and Alexis Edwards and subject to a lien to secure the payment to Jess S. Morgan & Company, Inc. of 5% of the gross receipts from exploitation of such assigned rights in perpetuity.

The Assignor makes no warranties and/or representations with respect to the Assignor's ownership of the Compositions, it being understood and agreed that the aforesaid percentage



Assignment of Copyright  
Wallace D. Franson -to-  
The Bernard Edwards Company, LLC  
Page Two

applies only to such rights as the Assignor has acquired as Executor of the Estate of Bernard Edwards, Deceased.

Los Angeles, California  
January 2, ~~1999~~ 2000

  
WALLACE D. FRANSON  
Trustee

AGREED AND ACCEPTED:

THE BERNARD EDWARDS  
COMPANY, LLC

By: 

## ASSIGNMENT OF COPYRIGHT

ASSIGNOR: WALLACE D. FRANSON,  
EXECUTOR OF THE ESTATE OF  
BERNARD EDWARDS, DECEASED

ASSIGNEE: WALLACE D. FRANSON  
as TRUSTEE OF THE MICHAEL EDWARDS TRUST

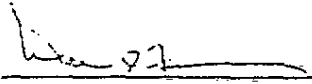
PORTION  
ASSIGNED: AN UNDIVIDED EIGHT AND ONE-THIRD PERCENT (8.333%)  
OF THE COPYRIGHT OWNERSHIP

AN UNDIVIDED SIXTEEN AND TWO-THIRDS PERCENT (16.667%)  
OF THE ADMINISTRATION RIGHTS

The Assignor hereby sells, assigns, transfers and sets over unto the Assignee the above-indicated portion of Assignor's right, title and interest in and to the musical compositions (or fractional shares thereof) listed on the annexed Schedule (the "Compositions"), including, but not limited to the worldwide copyrights in and to said compositions, their titles, and lyrics (including any renewals and/or extensions now or hereafter provided by law), reserving, however, the exclusive right to administer, control, use, exploit receive income from, and otherwise deal in and for said Compositions (or, in the Assignor's sole discretion, to authorize third parties to do so, in the Assignor's name and on Assignor's behalf, in whole or in part and throughout the world or in lesser territories) throughout the world in perpetuity in accordance with the terms and conditions of the Co-Publishing Agreement dated August 21, 1997 among the Assignor, Bambi Edwards, and Alexis Edwards and subject to a lien to secure the payment to Jess S. Morgan & Company, Inc. of 5% of the gross receipts from exploitation of such assigned rights in perpetuity.

The Assignor makes no warranties and/or representations with respect to the Assignor's ownership of the Compositions, it being understood and agreed that the aforesaid percentage applies only to such rights as the Assignor has acquired as Executor of the Estate of Bernard Edwards, Deceased.

Los Angeles, California  
January 7, ~~1999~~ 2000

  
WALLACE D. FRANSON  
(in his dual capacities)

## ASSIGNMENT OF COPYRIGHT

ASSIGNOR: WALLACE D. FRANSON,  
EXECUTOR OF THE ESTATE OF  
BERNARD EDWARDS, DECEASED

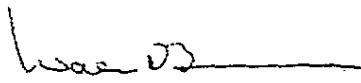
ASSIGNEE: WALLACE D. FRANSON  
as TRUSTEE OF THE BERNARD EDWARDS, JR. TRUST

PORION  
ASSIGNED: AN UNDIVIDED EIGHT AND ONE-THIRD PERCENT (8.33%)  
OF THE COPYRIGHT OWNERSHIP  
  
AN UNDIVIDED SIXTEEN AND TWO-THIRDS PERCENT (16.67%)  
OF THE ADMINISTRATION RIGHTS

The Assignor hereby sells, assigns, transfers and sets over unto the Assignee the above-indicated portion of Assignor's right, title and interest in and to the musical compositions (or fractional shares thereof) listed on the annexed Schedule (the "Compositions"), including, but not limited to the worldwide copyrights in and to said compositions, their titles, and lyrics (including any renewals and/or extensions now or hereafter provided by law), reserving, however, the exclusive right to administer, control, use, exploit receive income from, and otherwise deal in and for said Compositions (or, in the Assignor's sole discretion, to authorize third parties to do so, in the Assignor's name and on Assignor's behalf, in whole or in part and throughout the world or in lesser territories) throughout the world in perpetuity in accordance with the terms and conditions of the Co-Publishing Agreement dated August 21, 1997 among the Assignor, Bambi Edwards, and Alexis Edwards and subject to a lien to secure the payment to Jess S. Morgan & Company, Inc. of 5% of the gross receipts from exploitation of such assigned rights in perpetuity.

The Assignor makes no warranties and/or representations with respect to the Assignor's ownership of the Compositions, it being understood and agreed that the aforesaid percentage applies only to such rights as the Assignor has acquired as Executor of the Estate of Bernard Edwards, Deceased.

Los Angeles, California  
January 1, 1999 2000

  
WALLACE D. FRANSON  
(in his dual capacities)

I WANT YOUR LOVE

## CERTIFICATE OF COPYRIGHT REGISTRATION

FORM PA

1 0 2 1 3 7 5 6 2 UNITED STATES COPYRIGHT OFFICE

This Certificate, issued under the act of the Copyright Office in accordance with the provisions of section 101(a) of title 17, United States Code, attests that copyright registration has been made for the work identified below. The information in this certificate has been made a part of the Copyright Office records.

*Barbara Ringer*

Register of Copyrights  
United States of America

REGISTRATION NUMBER	
PAU	58-489
PA	PAU
EFFECTIVE DATE OF REGISTRATION	
OCTOBER	30 1978
Month	Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE CONTINUATION SHEET (FORM PA/CON)

1 Title	TITLE OF THIS WORK:	NATURE OF THIS WORK: (See instructions)
	I WANT YOUR LOVE	WORDS & MUSIC
PREVIOUS OR ALTERNATIVE TITLES:		

2 Author(s)	IMPORTANT: Under the law, the "author" of a work made for hire is generally the employer, not the employee (see instructions). If any part of this work was "made for hire," check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "author" of that part and leave the space for dates blank.	
	1	NAME OF AUTHOR: BERNARD EDWARDS Was this author's contribution to the work a "work made for hire"? Yes No <input checked="" type="checkbox"/> X AUTHOR'S NATIONALITY OR DOMICILE: Citizen of USA or Domiciled in (Name of Country) AUTHOR OF: (Briefly describe nature of this author's contribution) WORDS AND MUSIC
	2	NAME OF AUTHOR: NILE RODGERS Was this author's contribution to the work a "work made for hire"? Yes No <input checked="" type="checkbox"/> X AUTHOR'S NATIONALITY OR DOMICILE: Citizen of USA or Domiciled in (Name of Country) AUTHOR OF: (Briefly describe nature of this author's contribution) WORDS AND MUSIC
3	NAME OF AUTHOR: Was this author's contribution to the work a "work made for hire"? Yes No AUTHOR'S NATIONALITY OR DOMICILE: Citizen of (Name of Country) or Domiciled in (Name of Country) AUTHOR OF: (Briefly describe nature of this author's contribution)	DATES OF BIRTH AND DEATH: Born 1952 Died (Year) WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK: Anonymous? Yes No <input checked="" type="checkbox"/> X Pseudonymous? Yes No <input checked="" type="checkbox"/> X If the answer to either of these questions is "Yes" see detailed instructions attached.

3 Creation and Publication	YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED:	DATE AND NATION OF FIRST PUBLICATION:
	Year 1978 (This information must be given in all cases)	Date (Month) (Day) (Year) Nation (Name of Country) (Complete this block ONLY if this work has been published)

4 Claimant(s)	NAME(S) AND ADDRESS(ES) OF COPYRIGHT CLAIMANT(S):
	CHIL MUSIC INC. 110 EAST 59TH ST. NY NY 10022
TRANSFER: (If the copyright claimant(s) named here in space 4 are different from the author(s) named in space 2 give a brief statement of how the claimant(s) obtained ownership of the copyright) WRITTEN AGREEMENT	



PAU 58-489	EXAMINED BY: <i>ST</i>	APPLICATION RECEIVED:	FOR COPYRIGHT OFFICE USE ONLY
	CHECKED BY: <i>?</i>	7 OCT 30 1978	
	CORRESPONDENCE: <input type="checkbox"/> Yes	DEPOSIT RECEIVED: OCT 30 1978	
	DEPOSIT ACCOUNT FUNDS USED: <input type="checkbox"/>	REMITTANCE NUMBER AND DATE: 30778 OCT 30 78	

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED ADDITIONAL SPACE, USE CONTINUATION SHEET (FORM PA/CON)

<b>PREVIOUS REGISTRATION:</b> • Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office? Yes ..... No <i>X</i> ..... • If your answer is "Yes," why is another registration being sought? (Check appropriate box) <input type="checkbox"/> This is the first published edition of a work previously registered in unpublished form. <input type="checkbox"/> This is the first application submitted by this author as copyright claimant. <input type="checkbox"/> This is a changed version of the work, as shown by line 6 of the application. • If your answer is "Yes," give: Previous Registration Number ..... Year of Registration .....	<b>5</b> Previous Registration
--	--------------------------------------

<b>COMPILATION OR DERIVATIVE WORK:</b> (See instructions) <b>PREEXISTING MATERIAL:</b> (Identify any preexisting work or works that the work is based on or incorporates.) ..... ..... <b>MATERIAL ADDED TO THIS WORK:</b> (Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.) ..... .....	<b>6</b> Compilation or Derivative Work
--	---

<b>DEPOSIT ACCOUNT:</b> (If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.) Name: ..... Account Number: .....	<b>CORRESPONDENCE:</b> (Give name and address to which correspondence about this application should be sent.) Name: <i>CHIC MUSIC INC.</i> Address: <i>110 EAST 59th ST.</i> <i>NY NY 10022</i> <small>(City) (State) (ZIP)</small>	<b>7</b> Fee and Correspondence
---	---	---------------------------------------

<b>CERTIFICATION:</b> * I, the undersigned, hereby certify that I am the: (Check one) <input type="checkbox"/> author <input type="checkbox"/> joint copyright claimant <input type="checkbox"/> owner of exclusive right(s) <input type="checkbox"/> authorized agent of ..... of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge. Handwritten signature: <i>Bernard Edwards</i> Typed or printed name: <i>BERNARD EDWARDS</i> Date: .....	<b>8</b> Certification (Application must be signed)
--	---

CHIC MUSIC INC. 110 EAST 59th STREET NEW YORK, NY 10022 <small>(City) (State) (ZIP code)</small>	<b>MAIL CERTIFICATE TO</b> NOV 24 1978 (Certificate will be mailed in window envelope)	<b>9</b> Address For Return of Certificate
---	--	--

## CERTIFICATE OF COPYRIGHT REGISTRATION

FORM PA

UNITED STATES COPYRIGHT OFFICE

This certificate issued under the seal of the Copyright Office in accordance with the provisions of section 110(a) of title 17, United States Code, attests that copyright registration has been made for the work identified below. The information in this certificate has been made a part of the Copyright Office records.

*Barbara Ringer*  
 Register of Copyrights  
 United States Copyright Office

REGISTRATION NUMBER	
PA	55-928
(PA)	PAU
EFFECTIVE DATE OF REGISTRATION	
Oct	1979
Month	Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE CONTINUATION SHEET (FORM PA/CON)

1 Title	TITLE OF THIS WORK: <b>I WANT YOUR LOVE</b>	NATURE OF THIS WORK: (See instructions) <b>words, music, and arrangement</b>
	PREVIOUS OR ALTERNATIVE TITLES:	

2 Author(s)	<b>IMPORTANT:</b> Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). If any part of this work was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part and leave the space for dates blank.	
	NAME OF AUTHOR: <b>Bernard Edwards</b>	DATES OF BIRTH AND DEATH: Born (Year) Died (Year)
	Was this author's contribution to the work a "work made for hire"? Yes No <b>X</b>	
	1 AUTHOR'S NATIONALITY OR DOMICILE: Citizen of <b>USA</b> (Name of Country) or Domiciled in <b>USA</b> (Name of Country)	WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK: Anonymous? Yes No <b>X</b> Pseudonymous? Yes No <b>X</b>
	AUTHOR OF: (Briefly describe nature of this author's contribution) <b>words, music, and arrangement</b>	
	If the answer to either of these questions is "Yes" see detailed instructions attached	
	2 NAME OF AUTHOR: <b>Nile Rogers</b>	DATES OF BIRTH AND DEATH: Born (Year) Died (Year)
	Was this author's contribution to the work a "work made for hire"? Yes No <b>X</b>	
	2 AUTHOR'S NATIONALITY OR DOMICILE: Citizen of <b>USA</b> (Name of Country) or Domiciled in <b>USA</b> (Name of Country)	WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK: Anonymous? Yes No <b>X</b> Pseudonymous? Yes No <b>X</b>
AUTHOR OF: (Briefly describe nature of this author's contribution) <b>words, music, and arrangement</b>		
If the answer to either of these questions is "Yes" see detailed instructions attached		
3 NAME OF AUTHOR:	DATES OF BIRTH AND DEATH: Born (Year) Died (Year)	
Was this author's contribution to the work a "work made for hire"? Yes No		
3 AUTHOR'S NATIONALITY OR DOMICILE: Citizen of (Name of Country) or Domiciled in (Name of Country)	WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK: Anonymous? Yes No Pseudonymous? Yes No	
AUTHOR OF: (Briefly describe nature of this author's contribution)		
If the answer to either of these questions is "Yes" see detailed instructions attached		

3 Creation and Publication	YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED: Year <b>1978</b>	DATE AND NATION OF FIRST PUBLICATION: Date <b>November 8, 1978</b> Nation <b>USA</b> (Month) (Day) (Year) (Name of Country)
	(This information must be given in all cases.) (Complete this block ONLY if this work has been published.)	

4 Claimant(s)	NAME(S) AND ADDRESS(ES) OF COPYRIGHT CLAIMANT(S): <b>COTILLION MUSIC, INC.</b> <b>75 Rockefeller Plaza</b> <b>New York, New York 10019</b>	<b>CHIC MUSIC, INC.</b> <b>110 East 59th Street</b> <b>New York, New York 10019</b>
	TRANSFER: (If the copyright claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.) <b>by contract</b>	

- Complete all applicable spaces (numbers 5-9) on the reverse side of this page
- Follow detailed instructions attached
- Sign the form at line 8.

FORM PA/CON
Page 5 of 5 pages

PA 55-928	EXAMINED BY: <i>[Signature]</i> CHECKED BY: <i>[Signature]</i>	APPLICATION RECEIVED: 01 OCT 1979	FOR COPYRIGHT OFFICE USE ONLY
	CORRESPONDENCE: <input type="checkbox"/> Yes	DEPOSIT RECEIVED: 01 OCT 1979	
	DEPOSIT ACCOUNT FUNDS USED: <input checked="" type="checkbox"/>	REMITTANCE NUMBER AND DATE:	

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED ADDITIONAL SPACE, USE CONTINUATION SHEET (FORM PA/CON)

## PREVIOUS REGISTRATION:

- Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office? Yes ☒ No ☐
- If your answer is "Yes," why is another registration being sought? (Check appropriate box)
  - ☐ This is the first published edition of a work previously registered in unpublished form.
  - ☐ This is the first application submitted by this author as copyright claimant.
  - ☒ This is a changed version of the work, as shown by line 6 of the application.
- If your answer is "Yes," give: Previous Registration Number PAU 58-489 Year of Registration 1978

5

Previous  
Registration

## COMPILATION OR DERIVATIVE WORK: (See Instructions)

PREEXISTING MATERIAL: (Identify any preexisting work or works that the work is based on or incorporates.)

words and music previously registered in unpublished form

MATERIAL ADDED TO THIS WORK: (Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.)

New Arrangement

6

Compilation  
or  
Derivative  
Work

DEPOSIT ACCOUNT: (If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.)

Name: COTILLION MUSIC, INC.

Account Number: DA 12102

CORRESPONDENCE: (Give name and address to which correspondence about this application should be sent.)

Name: Linda Wortman  
Cotillion Music, Inc.  
Address: 75 Rockefeller Plaza  
New York, New York 10019

(City)

(State)

(Apt.)

(ZIP)

7

Fee and  
Correspondence

CERTIFICATION: \* I, the undersigned, hereby certify that I am the: (Check one)

☐ author ☐ other copyright claimant ☐ owner of exclusive right(s) ☒ authorized agent of

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Cotillion Music, Inc.

(Name of author, other copyright claimant, or owner of exclusive right(s))



Handwritten signature

Typed or printed name: Linda Wortman

Date: 9/26/79

8

Certification  
(Application  
must be  
signed)

COTILLION MUSIC, INC.

(Name)

75 Rockefeller Plaza

(Number, Street and Apartment Number)

New York, New York 10019

(City)

(State)

(ZIP code)

MAIL  
CERTIFICATE  
TOFEB 7 1980  
(Certificate to be mailed in window envelope)

9

Address  
For Return  
of  
Certificate

\* 17 U.S.C. (506a) FALSE REPRESENTATION—Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 402, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

U. S. GOVERNMENT PRINTING OFFICE: 1977 O - 344-434

Form 100-1, 360, 090

# I WANT YOUR LOVE

Words and Music by  
BERNARD EDWARDS and NILE RODGERS

*Moderately*

Am7 Em7 Fmaj7 Dm9 Em7

I want your love, — I want your love.

Am7 Em7 Fmaj7 Dm9 Em7

I want your love, — I want your love.

Am7

Do you feel — like you ev - er want — to try my love and see how well it fits? —  
time, don't you feel like you nev - er real - ly had a love that's real?

0 0 2 2 2 6 0 1 1

3

Da - by, can't you see, — when you look at me, —  
Well, — here I am. — And — who's to say —

I can't kick this feel - in' when it hits. — All a - lone — in my  
bet - ter love — you won't find to - day? — Just one chance, — and I will

bed at night, — I grab my pillow and squeeze it tight. I  
show you love. — like no oth - er; two steps a - bove. On your

think of you — and I dream of you — all of the time. — What am I gon - na do? —  
lad - der — I'll be a peg. I want your lov - in'. Please don't make me beg. —

I Want Your Love



4

Am7 Em7 Fmaj7

I want your love. — I want your love.

Dm9 Em7 Am7 Em7 Fmaj7

I want your love. — I want your love.

Dm9 Em7 Am7 Em7

Sotto - I want your love. — I need your love.

Fmaj7 Dm9 Em7 Am7 Em7

I'll show my dreams — and make you see — how real - ly bad.

Chord progression: Fmaj7, Dm9, Em7, Am7, Em7

your love I need... I want your love... I need your love... just like the birds...

Chord progression: Fmaj7, Dm9, Em7, Am7

need the sky a - bove... I'll share my dreams... and make you see...

Chord progression: Em7, Fmaj7, Dm9, Em7, Am7

how real - ly bad... your love I need...

Chord progression: Em7, Fmaj7, Dm9, Em7

*D.S. al fine and fade*



AGREEMENT made on August 14, 2001 between BROADCAST MUSIC, INC. ("BMI"), a New York corporation, whose address is 320 West 57th Street, New York, N.Y. 10019-3790 and Sony/ATV Songs LLC, a Delaware Limited Liability Company ("Publisher"), whose address is 8 Music Square West, Nashville, TN 37203.

**WITNESSETH:**

1. The term of this agreement shall be the period from July 1, 2000 to June 30, 2003, and continuing thereafter for additional periods of three (3) years each unless terminated by either party at the end of said initial period or any additional period, upon notice sent by registered, certified or Express mail, or other sending method that requires that the date that the item is sent be recorded by the courier (e.g., overnight mail or messenger service), not more than six (6) months or less than three (3) months prior to the end of any such period.

2. As used in this agreement, the word "Work" or "Works" shall mean:

A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and

B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.

3. Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:

A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, in any and all places and in any and all media, now known or which hereafter may be developed, any part or all of the Works.

B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.

C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.

4. Notwithstanding the provisions of subparagraph A of paragraph 3 hereof:

A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera,

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operetta or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph 3 hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.

C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work or Works in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license or within three (3) months of the performance of the Work or Works so licensed, whichever is earlier, BMI is given written notice thereof and a copy of the license is supplied to BMI.

5.

A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:

(1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

(2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.

(3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.

B. Notwithstanding the provisions of subparagraph A of this paragraph 5, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from Publisher all of the material with respect to such Work referred to in subparagraph A of paragraph 12 hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph 16 hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph 4 hereof has been granted by Publisher, its co-publishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of the royalty distribution seeking to be adjusted.

6. In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of paragraph 5 hereof.



Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

7.

A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.

B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.

8. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within twelve (12) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

9.

A. In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI or any other indebtedness owed to BMI by Publisher, such termination shall not be effective until the close of the calendar quarterly period during which (1) Publisher shall repay such unearned balance of advances or indebtedness, or (2) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances or indebtedness has been fully recouped by BMI.

B. The termination of this agreement shall be deemed subject to any rights or obligations existing between BMI and its licensees under licenses then in effect. As a result thereof, notwithstanding such termination, BMI shall have the right to continue to license all of Publisher's Works in all places and in all media with respect to which such licenses exist as of the date of termination, until such licenses expire.

10. Notwithstanding the termination of this agreement, all of the terms and conditions of this agreement shall continue to apply subsequent to such termination with respect to any Works which may continue to be licensed by BMI and any monies payable to Publisher by BMI pursuant to the provisions of this agreement.

11.

A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.

B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.

C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph 11, or pursuant to subparagraph C of paragraph 14 hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B (2) of this paragraph 11, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

12.

A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:

(1) A completed work registration form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A (3) of this paragraph 12.

(2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D (2) of this paragraph 12.

(3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.

B. Publisher shall submit the material described in subparagraph A of this paragraph 12 with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.

C. The submission of each work registration form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

(2) At BMI's request:

(a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.

(b) To obtain and deliver to BMI copies of: unpublished and published Works, including any commercial recording of such Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish and/or the right to administer the performing rights in and/or collect the royalties for any of the Works.

E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

13. Publisher warrants and represents that:

A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.

B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a work registration form or cue sheet submitted to BMI pursuant to subparagraph A of paragraph 12 hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

14.

A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph 14 shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.

B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.

C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof and/or to exclude the Work with respect to which a claim is made from this agreement until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.

15. Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph 15 shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph 15 requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder shall not constitute an infringement of Publisher's Works on BMI's part.

16.

A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers' performance royalties earned by

any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.

17. BMI shall have the right, in its sole discretion, to terminate this agreement if:

A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:

(1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.

(2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.

(3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A (1) and A (2) of this paragraph 17.

(4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A (1) and A (2) of this paragraph 17 have been made by or on behalf of a composer or author to any person, firm, corporation or association.

B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or monitoring performances.

C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this paragraph 17, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph 7 hereof.

18. In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by Publisher pursuant to paragraph 22 shall be returned by the post office, or (2) monies shall not have been earned by Publisher pursuant to paragraph 5 hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail, electronic mail ("e-mail") or facsimile number addressed to the last postal or electronic address or transmitted to the last facsimile number furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. If Publisher failed to maintain a current address with BMI and BMI has made reasonable good-faith efforts in attempting to locate Publisher without success, BMI shall have the right to terminate this agreement pursuant to this paragraph 18 by regular first-class U.S. mail, in lieu of the means otherwise specified, regardless of anything in paragraph 17 to the contrary. In the event of such termination, no payments shall be due Publisher pursuant to paragraph 7 hereof.

19. Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against



Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

20. All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction.

21. Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.

22. Publisher agrees to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change in Publisher's address. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last address furnished in writing by Publisher to BMI's Department of Writer/Publisher Administration.

23. This agreement shall be subject to BMI's standard practices and procedures which are in effect as of the effective date of this agreement and as they may be modified and/or supplemented from time to time.

24. Publisher acknowledges that the relationship between BMI and Publisher which is created by this agreement is one of ordinary contracting parties and is not intended to be a fiduciary relationship with respect to any of the rights or obligations hereunder.

25. Publisher authorizes the inclusion of Publisher's name, likeness and biographical information, and those of Publisher's executive employees, in publicly-distributed material relating to Publisher's association with BMI.

26. This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.

27. In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

28. Any prior agreements, as modified, between Publisher and BMI are canceled and superseded as of the effective date of this agreement. All works that were embraced by any prior agreement between Publisher and BMI and in which no other licensing organization controls Publisher's performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to Publisher by BMI or unpaid indebtedness owed to BMI by Publisher shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications. If Publisher has acquired the works of the former BMI affiliate who is indicated on the attached terminated agreement, then all works which were embraced by that agreement and in which no other licensing organization controls the performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to said former affiliate by BMI or unpaid indebtedness owed by said former affiliate to BMI shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications.



IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

**BROADCAST MUSIC, INC**

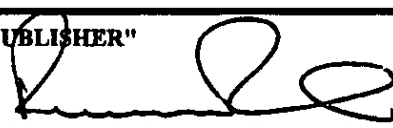
By .....

  
President

**"PUBLISHER"**

By .....

(Authorized Signatory)

 *Richard Rowe, President*  
(Print Name and Title of Signer)

If your company structure is a **PARTNERSHIP**, all other partners must sign below:

By .....  
Partner Printed Name

By .....  
Partner Printed Name

By .....  
Partner Printed Name

By .....  
Partner Printed Name

By .....  
Partner Printed Name

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ASSIGNMENTASSIGNOR(S): CHIC MUSIC, INC.c/o Martin Itzler, Esq.110 East 59th Street  
New York, New York 10022ASSIGNEE(S): COTILLION MUSIC, INC.75 Rockefeller PlazaNew York, New York 10019PROPORTION CONVEYED: 35%

For valuable consideration, Assignor hereby assigns, transfers, sets over and conveys to Assignee that proportion of all right, title and interest set forth above in and to the musical composition(s):

SAVOIR FAIRE - B. Edwards & N. Rodgers	PAU 58-485
HAPPY MAN - B. Edwards & N. Rodgers	PAU 58-484
(FUNNY) BONE - B. Edwards & N. Rodgers	PAU 58-486
SOMETIMES YOU WIN - B. Edwards & N. Rodgers	PAU 58-487
AT LAST I AM FREE - B. Edwards & N. Rodgers	PAU 58-488
I WANT YOUR LOVE - B. Edwards & N. Rodgers	PAU 58-489

including the copyright therein and any renewals or extensions thereof in the United States of America, and all copyrights and proprietary rights therein elsewhere throughout the world, and further including any and all versions of said musical composition(s) and any and all copyrights and renewals and extensions of copyrights in other versions in the United States of America and elsewhere throughout the world, and further including any and all causes of action for infringement of the same, past, present and future, and all of the proceeds from the foregoing accrued and unpaid and hereafter accruing.

IN WITNESS WHEREOF, the undersigned has/(have) executed the foregoing assignment this 17th day of December, 1978.

date - 12/15/78

vol: 1700

pgo: 245

by

CHIC MUSIC, INC.

ASSIGNMENT OF COPYRIGHT

KNOW ALL MEN THAT COTILLON MUSIC, INC. whose address is 75 Rockefeller Plaza, New York, New York 10019 (hereinafter called "Assignor"); in consideration of the sum of One (\$1.00) Dollar paid in hand by CHIC MUSIC, INC. whose address is c/o Martin Itzler, Esq., 110 East 59th Street, New York, New York 10022 (hereinafter called "Assignee") and other good and valuable considerations, receipt of which is hereby acknowledged, hereby assigns to the Assignee all rights and interests in and to the entire copyright of the following musical compositions:

<u>TITLE</u>	<u>COMPOSER/AUTHOR</u>	<u>COPYRIGHT REGISTRATION NUMBER</u>
Dance, Dance, Dance (Yowsah, Yowsah, Yowsah)	B. Edwards, N. Rodgers, and K. Lehman	Eu 833038
Sao Paulo	B. Edwards, N. Rodgers, and K. Lehman	Eu 833037
You Can Get By If You Try	B. Edwards and N. Rodgers	Eu 853623
Everybody Dance	B. Edwards and N. Rodgers	Pau 18-178
Est-Ça Que C'est Chic	B. Edwards and N. Rodgers	
Falling In Love With You	B. Edwards and N. Rodgers	Eu 853622
Strike Up The Band	B. Edwards, N. Rodgers and K. Lehman	Pau 18-172
Chic Cheer	B. Edwards and N. Rodgers	
Le Freak	B. Edwards and N. Rodgers	Pau 61-308
Savoir Faire	B. Edwards and N. Rodgers	Pau 58-485
Happy Man,	B. Edwards and N. Rodgers	Pau 58-484
I Want Your Love	B. Edwards and N. Rodgers	Pau 58-489

Copyright Office  
of the  
United States

THE LIBRARY OF CONGRESS

THIS IS TO CERTIFY  
THAT THE ATTACHED  
DOCUMENT WAS RE-  
CORDED IN THE COPY-  
RIGHT OFFICE ON THE  
DATE AND IN THE  
PLACE SHOWN BELOW.

THIS CERTIFICATE IS IS-  
SUED UNDER THE SEAL  
OF THE COPYRIGHT OF-  
FICE.

5 Nov 79

1754

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Copyright Office

s Pau 58-488  
s Pau 58-487  
s Pau 58-486

s, that may be  
and effect in the  
countries.

c hands and seals

IC, INC.

Signature

Register of Copyrights  
and  
Assistant Librarian  
for  
Copyright Services

ASSIGNMENT OF COPYRIGHT

KNOW ALL MEN THAT COTILLION MUSIC, INC. whose address is 75 Rockefeller Plaza, New York, New York 10019 (hereinafter called "Assignor"); in consideration of the sum of One (\$1.00) Dollar paid in hand by CHIC MUSIC, INC. whose address is c/o Martin Itzler, Esq., 110 East 59th Street, New York, New York 10022 (hereinafter called "Assignee") and other good and valuable considerations, receipt of which is hereby acknowledged, hereby assigns to the Assignee all rights and interests in and to the entire copyright of the following musical compositions:

<u>TITLE</u>	<u>COMPOSER/AUTHOR</u>	<u>COPYRIGHT REGISTRATION NUMBER</u>
Dance, Dance, Dance (Yowsah, Yowsah, Yowsah)	B. Edwards, N. Rodgers, and K. Lehman	Eu 833038
Sao Paulo	B. Edwards, N. Rodgers, and K. Lehman	Eu 833037
You Can Get By If You Try	B. Edwards and N. Rodgers	Eu 853623
Everybody Dance	B. Edwards and N. Rodgers	Pau 18-178
Est-Ce Que C'est Chic	B. Edwards and N. Rodgers	
Falling In Love With You	B. Edwards and N. Rodgers	Eu 853622
Strike Up The Band	B. Edwards, N. Rodgers and K. Lehman	Pau 18-172
Chic Cheer	B. Edwards and N. Rodgers	
Le Froak	B. Edwards and N. Rodgers	Pau 61-308
Savoir Faire	B. Edwards and N. Rodgers	Pau 58-485
Happy Man	B. Edwards and N. Rodgers	Pau 58-484
I Want Your Love	B. Edwards and N. Rodgers	Pau 58-489
At Last I Am Free	B. Edwards and N. Rodgers	Pau 58-488
Sometimes You Win	B. Edwards and N. Rodgers	Pau 58-487
(Funny) Done	B. Edwards and N. Rodgers	Pau 58-486

and in all renewals and extensions of said copyrights, that may be secured under the laws now and hereinafter in force and effect in the United States of America or in any other country or countries.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 1st day of July, 1979.

COTILLION MUSIC, INC.

By: 

Authorized Signer



0 5 1 3 7 3 6 0 0 6  
This is a list of the compositions of which Chic Music shall receive 100% of the publishers share:

"DANCE DANCE DANCE"  
(YOWSAH YOWSAH YOWSAH)

"SAO PAULO"

"YOU CAN GET BY IF YOU TRY"

"EVERYBODY DANCE"

"EST-CE QUE C'EST CHIC"

"FALLING IN LOVE WITH YOU"

"STRIKE UP THE BAND"

"CHIC CHEER"

"LE FREAK"

"SAVOIR FAIRE"

"HAPPY MAN"

"I WANT YOUR LOVE"

"AT LAST I AM FREE"

"SOMETIMES YOU WIN"

"FUNNY BONE"

BERNARD EDWARDS  
c/o Manatt, Phelps, Rothenberg, Tunney & Phillips  
11355 West Olympic Boulevard  
Los Angeles, California 90064 0 0 2  
Attention: Peter T. Paterno, Esq.

and

NILE RODGERS  
c/o Dennis Katz, P.C.  
845 Third Avenue  
New York, New York 10022

September 1, 1986

Broadcast Music, Inc.  
250 West 57th Street  
New York, New York 10019

Re: Chic Music, Inc.

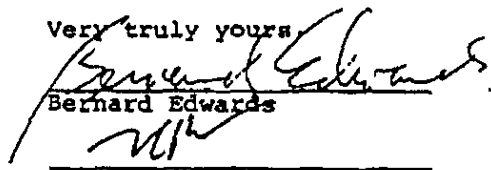
Gentlemen:

Reference is made to the agreement between Chic Music, Inc. and you dated September 14, 1979, as the same may have been amended and extended (the "Agreement"). Pursuant to the assignment agreements dated as of May 15, 1984, attached hereto as Exhibit "A" and incorporated by reference herein (the "Assignment Agreements"), Chic Music, Inc. assigned the copyrights in and to the musical compositions subject to the Agreement to Nile Rodgers ("Rodgers"), his successors or assigns and to Bernard Edwards ("Edwards"), his successors or assigns, in the respective shares set forth in the Assignment Agreements.

It is our understanding that the account of Chic Music, Inc. is presently unrecovered. Fifty percent (50%) of this unrecovered balance should be assigned to each Edwards' and Rodgers' respective BMI affiliates.

Any and all notices pursuant to the Agreement should be sent to each Edwards and Rodgers at their respective addresses set forth hereinabove. Any and all royalties and statements pursuant to the agreement should be sent to each Edwards and Rodgers at the following addresses: Bernard Edwards, c/o Jess S. Morgan & Co., 6420 Wilshire Boulevard, Nineteenth Floor, Los Angeles, California 90048, Attention: Wally Franson; and Nile Rodgers, c/o Zolt & Loomis, 60 East 42nd Street, Suite 1442, New York, New York 10017, Attention: Marvin Zolt.

Very truly yours,

  
Bernard Edwards

  
Nile Rodgers

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EXHIBIT A

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned parties hereby agree to amend that certain assignment agreement executed on behalf of Chic Music, Inc., dated May 15, 1984 and attached hereto as Exhibit "E" and incorporated by reference herein (the "Assignment Agreement"). Except as otherwise provided to the contrary herein, all terms used herein shall have the same meaning as in the Assignment Agreement.

1. Notwithstanding anything to the contrary contained in the Assignment Agreement, the first paragraph of the Assignment Agreement is hereby amended, as of the date hereof, to provide as follows:

"In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, CHIC MUSIC, INC., a Delaware Corporation with a principal place of business at 33 Pony Trail, Stamford, Connecticut ("ASSIGNOR"), does hereby sell, assign, transfer and set over unto NILE RODGERS, an individual, his successors and assigns ("ASSIGNEE"), c/o Zolt & Loomis, 60 E. 42nd Street, Suite 1442, New York, New York, 10017, Attention: Marvin Zolt, and BERNARD EDWARDS, his successors and assigns ("ASSIGNEE"), c/o Jess S. Morgan & Co., 6420 Wilshire Boulevard, 19th Floor, Los Angeles, California 90048, Attention: Wally Franson, Fifty Percent (50%) to each Assignee, of the copyrights in and to the following musical compositions which have been duly registered for copyright in the United States Copyright Office in the Assignor's names under the dates and identification numbers set forth below, and Fifty Percent (50%) to each Assignee, of the rights, title and interest of the Assignor, vested and contingent, therein and thereto:"

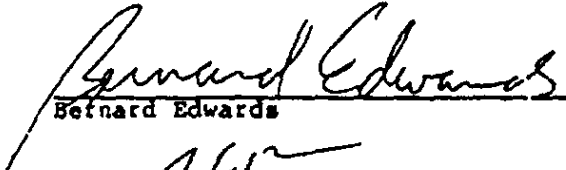
Subject to the foregoing, the terms and provisions of the Assignment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Assignor has caused this agreement to be signed in its corporate name and by its duly

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authorized officers, and its corporate seal to be hereunto affixed,  
as of this 15th day of May, 1984.

CHIC MUSIC, INC.

  
Bernard Edwards



Nile Rodgers

0042073005

EXHIBIT "E"ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, CHIC MUSIC, INC., a Delaware Corporation with a principal place of business at 33 Pony Trail, Stamford, Connecticut ("ASSIGNOR"), does hereby sell, assign, transfer and set over unto PLAN-9 MUSIC, INC., a Delaware corporation with its principal place of business at 9 Covlee Drive, Westport, Connecticut, and BERNARD EDWARDS PRODUCTIONS, INC., a Delaware corporation with its principal place of business at 55 Hedgebrook Lane, their successors and assigns ("ASSIGNEES"), Fifty Percent (50%) to each Assignee, of the copyrights in and to the following musical compositions which have been duly registered for copyright in the United States Copyright Office in the Assignor's names under the dates and identification numbers set forth below, and Fifty Percent (50%) to each Assignee, of the rights, title and interest of the Assignor, vested and contingent, therein and thereco:

<u>Title</u>	<u>Copyright Identification No.</u>	<u>Effective Date</u>	<u>% Interest</u>
AT LAST I AM FREE	PA 33-929	11/8/78	100.00
BABY DOLL	PA 383-887	12/17/81	100.00
BACKFIRED	PA 116-716	6/7/81	100.00
(FUNNY) BONE	PA 33-931	11/8/78	100.00
BURN HARD	PA 140-448	11/23/81	100.00
CAN'T STAND TO LOVE YOU	PA 108-234	8/2/79	100.00
CHARGE PLATES AND CREDIT CARDS	PA 77-178	5/13/80	100.00
CHIC CHEER	PA 33-924	11/8/78	100.00
CHIC (EVERYBODY SAY)	PA 138-664	10/12/82	100.00
CHIP OFF THE OLD BLOCK	PA 77-171	6/30/80	100.00
CITY LIGHTS	PA 155-409	11/5/82	100.00
COULD YOU BE MY BABY aka WOULD YOU BE MY BABY	PA 140-442	11/23/81	100.00
COVER GIRLS	PA 77-179	5/13/80	100.00
DANCE, DANCE, DANCE	EU 833038	10/13/77	66.66
DON'T GO	PA 39-000	10/19/79	100.00
DON'T THROW MY LOVE AWAY	PAU 74-119	4/28/81	100.00
DREAMGIRL	PA 149-577	5/3/82	100.00
EASIER TO LOVE	PA 106-659	1/31/79	100.00



CHIC MUSIC, INC.

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Page 3

<u>Title</u>	<u>Copyright Identification No.</u>	<u>Effective Date</u>	<u>% Interest</u>
I'M COMING OUT	PA 75-954	5/22/80	100.00
IT'S ALRIGHT (TO LOVE ME)	PAU 422-743	7/16/82	100.00
I WANT TO FALL IN LOVE	PAU 422-743	7/16/82	100.00
I WANT YOUR LOVE	PA 55-928	11/8/78	100.00
I WORK FOR A LIVING	PA 149-576	5/3/82	100.00
THE JAM WAS MOVING	PA 123-193	8/14/81	100.00
JUDY	PAU 422-745	7/16/82	100.00
JUST OUT OF REACH	PAU 140-440	12/17/81	100.00
RING OF THE WORLD	PA 77-178	5/13/80	100.00
LET'S GO ON VACATION	PA 68-242	2/11/80	100.00
LOST IN MUSIC	PA 68-242	2/11/80	100.00
LOVE AND BE LOVED	PAU 422-745	7/16/82	100.00
MAYDAY	PA 77-175	5/13/80	100.00
MISERY	PA 77-177	5/13/80	100.00
MY FEET KEEP DANCING	PA 108-236	8/2/79	100.00
MY FORBIDDEN LOVER	PA 108-235	8/2/79	100.00
MY OLD PIANO	PA 75-958	5/22/80	100.00
NOW I KNOW YOU KNOW	PA 123-195	8/14/81	100.00
NOW THAT YOU'RE GONE	PA 75-959	5/22/80	100.00
OASIS	PA 123-197	8/14/81	50.00
ONE MORE TIME	PA 106-657	1/31/79	100.00
OPEN UP	PA 79-805	6/13/80	100.00
PRETTY BABY	PA 68-240	2/11/80	100.00
RAPPERS' DELIGHT	PA 108-303	6/27/79	100.00
REACH YOUR PEAK	PA 68-239	2/11/80	100.00
REAL PEOPLE	PA 77-169	6/30/80	100.00
REBELS ARE WE	PA 79-806	6/13/80	100.00
RIDING	PA 304-125	4/23/81	100.00
SAO PAULO	PA 110-216	1/1/78	66.66
SATURDAY	PAU 34-825	7/26/78	100.00
SAVOIR FAIRE	PA 126-732	11/8/78	100.00
SHARING LOVE	PA 155-408	11/5/82	100.00

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CHIC MUSIC, INC.

Page 5

<u>Title</u>	<u>Copyright Identification No.</u>	<u>Effective Date</u>	<u>% Interest</u>
YOU CAN'T DO IT ALONE	PA 77-170	6/30/80	100.00
YOU FOOLED AROUND	PA 68-237	2/11/80	100.00
YOU'RE A FRIEND TO ME	PA 106-658	1/31/79	100.00
YOUR LOVE IS CANCELLED	PA 140-442	11/23/81	100.00
YOUR LOVE IS GOOD	PA 77-178	5/13/80	100.00

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be signed in its corporate name and by its duly authorized officers, and its corporate seals to be hereunto affixed, this 15<sup>th</sup> day of May, 1984.

CHIC MUSIC INC.

By:

  
BERNARD EDWARDS

  
NILE RODGERS

ASSIGNMENT

ASSIGNOR(S): NILE RODGERS

ASSIGNEE(S): TOMMY JYMI, INC.

PORTION  
CONVEYED: ALL OF HIS UNDIVIDED 50% INTEREST

For valuable consideration, ASSIGNOR hereby assigns, transfers, sets over and conveys to ASSIGNEE that portion of all right, title and interest set forth above in and to the following musical composition(s):

See Schedule "A"

including the copyrights and proprietary rights therein and in any and all versions of said musical composition(s), and any renewals and extensions thereof (whether presently available or subsequently available as the result of intervening legislation) in the United States of America and elsewhere throughout the world, and further including any and all causes of action for infringement of the same, past, present and future, and all proceeds from the foregoing accrued and unpaid and hereafter accruing.

IN WITNESS WHEREOF, the undersigned has (have) executed the foregoing Assignment as of this 1<sup>st</sup> day of JUNE, 1986.

  
\_\_\_\_\_  
NILE RODGERS

Vol. 2250 Page 33

SCHEDULE "A"

	<u>COPYRIGHT NUMBER &amp; DATE</u>	<u>EFFECTIVE DATE</u>	<u>% INTEREST</u>
AT LAST I AM FREE	Pa 55-929	11/8/78	50.00
BABY DOLL	Pa 383-887	12/17/81	50.00
BACKSTREET	Pa 116-716	6/7/81	50.00
(FUNNY) BONE	Pa 55-931	11/8/78	50.00
BURN BIRD	Pa 140-448	11/23/81	50.00
CAN'T STAND TO LOVE YOU	Pa 108-234	8/2/79	50.00
CHARGE PLATES AND CREDIT CARDS	Pa 77-178	5/13/80	50.00
CHIC CHEER	Pa 55-924	11/8/78	50.00
CHIC (EVERYBODY SAY)	Pa 158-664	10/12/82	50.00
CHIP OFF THE OLD BLOCK	Pa 77-171	6/30/80	50.00
CITY LIGHTS	Pa 155-409	11/5/82	50.00
COULD YOU BE MY BABY aka WOULD YOU BE MY BABY	Pa 140-442	11/23/81	50.00
COVER GIRLS	Pa 77-179	5/13/80	50.00
DANCE, DANCE, DANCE	Eu 833038	10/13/77	50.00
DON'T GO	Pa 59-000	10/19/79	50.00
DON'T THROW MY LOVE AWAY	Pa 304-119	4/28/81	50.00
DREAMGIRL	Pa 149-577	5/3/82	50.00
EASIER TO LOVE	Pa 106-659	1/31/79	50.00

VOL 2200

SCHEDULE "A"

	<u>COPYRIGHT NUMBER &amp; DATE</u>	<u>EFFECTIVE DATE</u>	<u>% INTEREST</u>
HOLD IT	Pau 304-121	4/28/81	50.00
HOLD ME LONELY BOY	Pa 59-102	10/3/79	50.00
HOW TO LOVE	Pa 68-238	2/11/80	50.00
I'M A GOOD GIRL aka GOOD GIRL NOW	Pau 155-956	1/30/80	50.00
I BELIEVE IN YOU	Pa 5-781	5/1/78	25.00
I CAN LOVE	Pau 304-122	4/28/81	50.00
I FEEL YOUR LOVE COMIN'	Pa 155-405	11/5/82	50.00
I LIKE LOVE	Pau 34-824	7/26/78	50.00
I GOT PROTECTION	Pa 77-172	6/30/80	50.00
I'LL CHANGE MY GAME	Pau 304-123	4/28/81	50.00
I LOVE MY LADY	Pau 422-743	7/16/82	50.00
I LOVE YOU MORE	Pa 77-173	6/30/80	50.00
✓ I'M COMING OUT	Pa 75-954	5/22/80	50.00
IT'S ALRIGHT (TO LOVE ME)	Pau 422-743	7/16/82	50.00
I WANT TO FALL IN LOVE	Pau 794-711	12/23/85	50.00
I WANT YOUR LOVE	Pa 55-928	11/8/78	50.00
I WORK FOR A LIVING	Pa 149-576	5/3/82	50.00
THE JAM WAS MOVING	Pa 123-193	8/14/81	50.00



ASSIGNMENT

EXHIBIT A-1

to an agreement between TOMMY JYMI, INC. (BMI) and PLAN NINE MUSIC, INC. (ASCAP), on the one hand, and SONY SONGS INC. (BMI) and SONY TUNES INC. (ASCAP), on the other, dated January 3, 1995 (SMP 94-71).

(Reference - Subparagraph 1.01(a))

KNOW ALL MEN BY THESE PRESENTS:

The undersigned:

Name: NILE RODGERS

Address: c/o Dennis Katz, Esq., 845 Third Avenue, Suite 1400,  
New York, New York 10022  
("Assignor")

for good and valuable consideration now received, hereby sells and assigns unto:

Name: TOMMY JYMI, INC. (BMI)

Address: c/o Dennis Katz, Esq., 845 Third Avenue, Suite 1400,  
New York, New York 10022  
("First Assignee"),

and its successors and assigns forever, one hundred percent (100%) of Assignor(s)' interest in the copyright(s) (including renewals, if applicable) in and to, and all of the right, title and interest of the undersigned Assignor(s) in and to, all musical compositions Assignor owns, in whole or part, including without limitation, the musical composition(s) listed on Schedule A annexed (all such compositions hereinafter collectively the "Compositions"), throughout the world, which First Assignee, in turn, for good and valuable consideration now received, hereby sells and assigns unto:

Name: SONY SONGS INC. (BMI)

Address: 550 Madison Avenue, New York, New York 10022-3211  
("Second Assignee")

17590/pdb  
(12/22/94) (RL 17591)

28

ACS (SMP 94-71.2(2))  
(dkm.6)

W.C.3

and its successors and assigns forever, an undivided one hundred percent (100%) of Assignor(s)' interest in the copyright(s) (including renewals, if applicable) in and to, and all of the right, title and interest of Assignor(s) in and to, the Composition(s), throughout the world.

THIS INSTRUMENT is subject to all of the terms and conditions of the agreement dated January 3, 1995 between First Assignee and Second Assignee.

DATED: January 3, 1995

  
NILE RODGERS

TOMMY JYMI, INC.

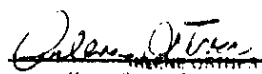
By 

#### ACKNOWLEDGEMENTS

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss


On DECEMBER 22, 1994, before me personally came Nile Rodgers, known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed it.

STATE OF NEW YORK )  
COUNTY OF NEW YORK )

  
Notary Public, State of New York  
No. 31 776300  
Qualified in New York's name  
Commission Expires October 31, 1996

On DECEMBER 22, 1994, before me personally came NILE RODGERS, known to me, who, duly sworn by me, did depose and say that he resides at 21 W 21 ST NY NY, that he is the PRESIDENT of TOMMY JYMI, INC., the corporation described in and which executed the foregoing instrument, and that he signed it by order of the Board of Directors of the corporation.

Notary Public, State of New York  
No. 31 776300  
Qualified in New York's name  
Commission Expires October 31, 1996



17590/pdb  
(12/22/94) (RL 17591)

29

ACS (SMP 94-71.2(2))  
(dkm.1)

*WCS*

SCHEDULE A

to an agreement between TOMMY JYMI, INC. (BMI) and PLAN NINE MUSIC, INC. (ASCAP), on the one hand, and SONY SONGS INC. (BMI) and SONY TUNES INC. (ASCAP), on the other, dated January 3, 1995 (SMP 94-71).

(Reference Subparagraph 1.01(a))

Compositions

<u>Title</u>	<u>Writer(s)</u>	<u>U.S. Copyright Registration</u>	
		<u>Publisher</u>	<u>No./Date</u>
		<u>Splits</u>	
AT LAST I AM FREE	NILE RODGERS		
BABY DOLL	NILE RODGERS		
BACKFIRED	NILE RODGERS		
X BELIEVER	NILE RODGERS		
BURN HARD	NILE RODGERS		
CAN'T STAND TO LOVE YOU	NILE RODGERS		
CHARGE PLATES & CREDIT CARDS	NILE RODGERS		
CHIC (EVERYBODY SAY)	NILE RODGERS		
CHIC CHEER	NILE RODGERS		
CHICISM	NILE RODGERS		
CHIC MYSTIQUE	NILE RODGERS		
CHIC MYSTIQUE (REPRISE)	NILE RODGERS		
CHIP OFF THE OLD BLOCK	NILE RODGERS		
CITY LIGHTS	NILE RODGERS		
COVER GIRLS	NILE RODGERS		
DANCE DANCE DANCE (YOWSAH Y)	NILE RODGERS		
DANCE DANCE DANCE	NILE RODGERS		
DANCE DANCE DANCE	NILE RODGERS		
DOIN' THAT THING TO ME	NILE RODGERS		
DON'T GO	NILE RODGERS		
DREAMGIRL	NILE RODGERS		
EASIER TO LOVE	NILE RODGERS		
EASY STREET	NILE RODGERS		
EST CE QUE CEST	NILE RODGERS		
EVERYBODY DANCE	NILE RODGERS		
EVERYTHING'S GONNA BE ALRIGHT	NILE RODGERS		
FALLING IN LOVE WITH YOU	NILE RODGERS		
FLASHBACK	NILE RODGERS		

17590/pdb  
(12/22/94) (RL 17591)

19

ACS (SMP 94-71.2(2))  
(dkm.6)

*NR*

*JCG*



FRIEND TO FRIEND	NILE RODGERS
FUNNY BONE	NILE RODGERS
GIRL, DON'T BE NO	
FOOL (REMIX)	NILE RODGERS
GIRL, DON'T BE NO	
FOOL (@ 12.307)	NILE RODGERS
GIRL, DON'T BE NO	
FOOL (@ 40.00)	NILE RODGERS
X GIVE IT UP	NILE RODGERS
X GIVE ME THE LOVIN'	NILE RODGERS
X GO GO DANCER (REMIX)	NILE RODGERS
GOOD TIMES	NILE RODGERS
GOT TO LOVE SOMEBODY	NILE RODGERS
HANGIN'	NILE RODGERS
HAPPY MAN	NILE RODGERS
HAVE FUN (AGAIN)	NILE RODGERS
HE'S THE GREATEST DANCER	NILE RODGERS
HEY FOOL	NILE RODGERS
HIGH	NILE RODGERS
HIGH SOCIETY	NILE RODGERS
HOLD IT	NILE RODGERS
HOLD ME LONELY BOY	NILE RODGERS
HOW TO LOVE	NILE RODGERS
X I'M A GOOD GIRL NOW	NILE RODGERS
I'M COMING OUT	NILE RODGERS
I BELIEVE IN YOU	NILE RODGERS
I FEEL YOUR LOVE	NILE RODGERS
COMIN ON	NILE RODGERS
I GOT IT	NILE RODGERS
I GOT PROTECTION	NILE RODGERS
I LIKE LOVE	NILE RODGERS
I LOVED YOU MORE	NILE RODGERS
IN IT TO WIN IT	NILE RODGERS
IN LOVE WITH MUSIC	NILE RODGERS
THE INTRODUCTION	NILE RODGERS
IT'S ALRIGHT (TO	
LOVE ME)	NILE RODGERS
I WANT YOU LOVE	NILE RODGERS
I WANT TO FALL IN LOVE	NILE RODGERS
JAM WAS MOVING	NILE RODGERS
JUDY	NILE RODGERS
JUSAGROOVE	NILE RODGERS
JUST OUT OF REACH	NILE RODGERS
KING OF THE WORLD	NILE RODGERS
KISSING WITH CONFIDENCE	NILE RODGERS
LE FREAK	NILE RODGERS
LET'S GO ON VACATION	NILE RODGERS
LOST IN MUSIC	NILE RODGERS
M.M.F.T.C.F.	NILE RODGERS

17590/pdb  
(12/22/94) (RL 17591)

20

NCS (SMP 13-12-121)  
(12/22/94)

*NR*

*100*

0 1 2 3 4 5 6 7 8 9  
SONY SONGS INC.  
EPIC/SOLAR INC.  
SONY LATIN MUSIC PUBLISHING, INC.  
550 Madison Avenue  
New York, NY 10022

November 1 1995

BMI  
320 West 57th Street  
New York, NY 10019

Re: Sony Songs Inc., Epic/Solar Inc.  
and Sony Latin Music Publishing Inc.

Gentlemen:

The undersigned have this date sold and assigned all of the musical compositions in the above identified catalogs to Sony/ATV Songs LLC. Please change your records accordingly. All of the catalogs should be maintained in separate special accounts for all purposes, including awards and accountings. All accountings should be sent to Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37202 Attn: Director of Publishing Administration. All notices and other communications should be sent to Sony/ATV Music Publishing LLC, 550 Madison Avenue, New York, NY 10022 Attn: Vice President of Business Affairs and Administration.

Very truly yours,

SONY SONGS INC.

By: [Signature]

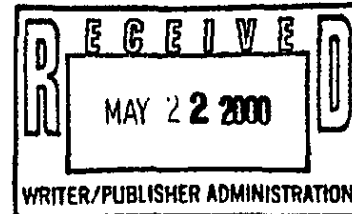
EPIC/SOLAR INC.

By: [Signature]

SONY LATIN MUSIC PUBLISHING INC.

By: [Signature]





RHA  
101-W9F

**Legal & Business Affairs, Performing Rights**

**BMI INTEROFFICE MEMORANDUM**

**TO:** *Louise O'Sullivan* cc: Gary Cannizzo  
**FROM:** *Gary F. Roth* (Complete File for microfilming)  
**DATE:** *May 17, 2000*  
**RE:** *Bernard Edwards, Deceased (Current Affiliation: ASCAP)*  
*(Schedule D), # 101315 ... Bernard Edwards (Estate) X 32 29 ✓*  
*Bernard's Other Music, # 26748*

Attached is a letter agreement dated February 29, 2000, with publisher basic agreement (Exhibit "A") which cancels and supersedes the prior agreement with Bernard's Other Music

**Agreement With:** The Bernard Edwards Company, L.L.C., Wallace D. Franson, Executor of the Estate of Bernard Edwards and as Trustee of the Michael Edwards Trust, the David Edwards Trust, the Mark Edwards Trust, the Portia Edwards Trust, the Leah Edwards Trust, and the Bernard Edwards, Jr. Trust

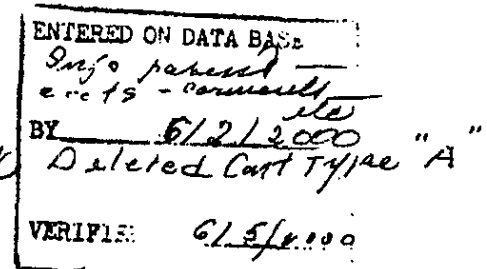
**Date of Basic Agreement:** February 28, 2000

**Period of Basic Agreement:** July 1, 1999, to June 30, 2004, with automatic five-year renewals unless canceled.

All works cleared under the prior basic agreement is covered by the new basic.

**Royalties:** There are no withheld royalties on either the writer account of Bernard Edwards or the publisher account of Bernard's Other Music. All future royalties are to be made payable and mailed as follows:

The Bernard Edwards Co., L.L.C.  
5750 Wilshire Blvd., Suite 590  
Los Angeles, CA 90036



May 17, 2000  
Page 2

Statements and Correspondence: Sent to the same address

Federal Tax ID Number: 95-4765394

Documents Attached for Microfilming:

1. Letter Agreement with Exhibit "A"
2. W-9 IRS Form for The Bernard Edwards Co., L.L.C.
3. 101 Form for The Bernard Edwards Co., L.L.C.
4. Attachment for 101 listing members, percent of ownership and Tax ID Numbers
5. Articles of Organization for a Connecticut Limited Liability Company
6. Decree RE: Administration and Distribution
7. Assignment of Copyright by the Michael Edwards Trust
8. Assignment of Copyright by the David Edwards Trust
9. Assignment of Copyright by the Mark Edwards Trust
10. Assignment of Copyright by the Portia Edwards Trust
11. Assignment of Copyright by the Leah Edwards Trust
12. Assignment of Copyright by the Bernard Edwards, Jr. Trust
13. Assignment of Copyright by the The Bernard Edwards Company, L.L.C.

GR:wj

cc: J. Ruiz

A handwritten signature, likely of J. Ruiz, consisting of several overlapping loops and a long vertical stroke.



February 29, 2000

Wallace D. Franson, Trustee  
c/o Jess S. Morgan & Company, Inc.  
5750 Wilshire Blvd, Ste. 590  
Los Angeles, CA 90036-3697

RE: Estate of Bernard Edwards

Dear Mr. Franson:

This will confirm our understanding as follows:

We are entering into the publisher agreement annexed hereto as Exhibit "A" (herein called the "basic agreement") in reliance upon the following warranties and representations:

1. You warrant and represent:

(a) that Bernard Edwards, hereinafter called the "decedent", died testate and a resident of the State of Connecticut on April 18, 1996; and

(b) that you were appointed Executor of the Estate of Bernard Edwards by the Westport Probate Court, Connecticut, on June 3, 1996; and

(c) that pursuant to Assignments dated January 1, 2000, from you as Executor of the Estate of Bernard Edwards, the Michael Edwards Trust, the David Edwards Trust, the Mark Edwards Trust, the Portia Edwards Trust, the Leah Edwards Trust, and the Bernard Edwards, Jr. Trust were each assigned an 8.33% Copyright interest and an 16.67% Administration Rights interest in and to all of the works written by Bernard Edwards and published by Bernard's Other Music; and

(d) that you as Trustee of each of the Michael Edwards Trust, the David Edwards Trust, the Mark Edwards Trust, the Portia Edwards Trust, the Leah Edwards Trust, and the Bernard Edwards, Jr. Trust have assigned to the Bernard Edwards Company, LLC (the "Company") all of the rights held by said Trusts with respect to the works written and published by the decedent, and that during the term of the basic agreement, the Company will own and control all of



February 29, 2000

Page 2

the rights granted to BMI pursuant to the basic agreement with respect to all works published by the decedent which are embraced by the basic agreement as well as all works formerly embraced by the agreement between the decedent and BMI dated April 10, 1981, which BMI has continued to license for the decedent as a writer; and

(e) that the Estate of Bernard Edwards is now closed; and

(f) that notwithstanding any representations decedent may have made to BMI during his lifetime, you have not purported to grant or assign to any other performing rights organization the right to license performances of the works embraced by the basic agreement or by the agreement between the decedent and BMI dated April 10, 1981; and that BMI has the right to license the writer share in all of the works written by Bernard Edwards through June 30, 1983, and the publisher share on all of the works of Bernard's Other Music; and

(g) that all debts, taxes, and expenses of any kind which are due, or might become due, on behalf of the decedent or his estate have been paid.

2. The basic agreement shall be deemed to contain the following additions and modifications:

(a) The date of the basic agreement shall be deemed to be February 28, 2000.

(i) In Paragraph numbered FIRST: the word "period" shall mean the term from July 1, 1999, to June 30, 2004, and continuing thereafter for additional terms of five (5) years each unless terminated by either party by the end of said initial term or any additional term upon notice by registered or certified mail not more than six (6) months or less than three (3) months prior to the end of any such term.

3. The basic agreement, as of its effective date, shall cancel and supersede the agreement between the decedent doing business as Bernard's Other Music and BMI dated January 19, 1981, and all modifications thereof. All works embraced by said agreement shall be deemed included in the basic agreement.

4. In reliance upon the warranties and representations contained above, BMI agrees to pay The Bernard Edwards Company, LLC, any royalties that have been withheld and which may hereafter become due on behalf of the decedent doing business as Bernard's Other Music under the basic agreement, as well as any royalties which

February 29, 2000  
Page 3

become payable for performances of the works of Bernard Edwards as a writer with respect to his works existing as of June 30, 1983.

6. In consideration of the foregoing, you all agree, jointly and severally, to indemnify, save and hold BMI free and harmless from and against any and all claims, actions, demands, recoveries and judgments of any and all creditors, heirs, assignees or successors of the decedent in connection with aforesaid agreements dated January 19, 1981, and April 10, 1981, and any modifications thereof or any payments to The Bernard Edwards Company, LLC by BMI under said agreements and the basic agreement by virtue of your warranties and representations contained herein.

Very truly yours,

ACCEPTED AND AGREED TO:

BROADCAST MUSIC, INC.

THE BERNARD EDWARDS COMPANY, L.L.C.

By: [Signature]  
~~President~~ *manager*

By: [Signature]  
Gary F. Roth  
Assistant Vice President

95-4765394

Federal Tax ID Number of The  
Bernard Edwards Company, L.L.C

[Signature]

Wallace D. Franson, as Executor of the  
Estate of Bernard Edwards and as Trustee  
of the Michael Edwards Trust, the David  
Edwards Trust, the Mark Edwards Trust,  
the Portia Edwards Trust, the Leah Edwards  
Trust, and the Bernard Edwards, Jr. Trust



Exhibit "A"



AGREEMENT made on ..... between BROADCAST MUSIC, INC. ("BMI"), a New York corporation, whose address is 320 West 57th Street, New York, N.Y. 10019-3790 and .....

..... doing business as .....  
..... ("Publisher"), whose address is .....

WITNESSETH:

FIRST: The term of this agreement shall be the period from .....  
to ....., and continuing thereafter for additional periods of five (5) years each unless terminated by either party at the end of such initial period or any additional period, upon notice by registered or certified mail not more than six (6) months or less than three (3) months prior to the end of any such period.

SECOND: As used in this agreement, the word "Work" or "Works" shall mean:

A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and

B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.

THIRD: Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:

A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, any part or all the Works.

B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.

C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.

FOURTH: Notwithstanding the provisions of subparagraph A of paragraph THIRD hereof:

A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera, operetta or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph THIRD hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.

C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work or Works in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license BMI is given written notice thereof and a copy of the license is supplied to BMI.

FIFTH:

A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:

(1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

(2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.

(3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.

B. Notwithstanding the provisions of subparagraph A of this paragraph FIFTH, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from

Publisher of all the material with respect to such Work referred to in subparagraph A of paragraph TENTH hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph FOURTEENTH hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph FOURTH hereof has been granted by Publisher, its co-publishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of such statement.

**SIXTH:** In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of paragraph FIFTH hereof. Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

**SEVENTH:**

A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.

B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.

C. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within eighteen (18) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

**EIGHTH:** In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI, such termination shall not be effective until the close of the calendar quarterly period during which (A) Publisher shall repay such unearned balance of advances, or (B) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances has been fully recouped by BMI.

**NINTH:**

A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.

B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.

C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph NINTH, or pursuant to subparagraph C of paragraph TWELFTH hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B(2) of this paragraph NINTH, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

**TENTH:**

A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:

(1) A completed clearance form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A(3) of this paragraph TENTH.

(2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D(2) of this paragraph TENTH.

(3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.

B. Publisher shall submit the material described in subparagraph A of this paragraph TENTH with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.

C. The submission of each clearance form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

(2) At BMI's request:

(a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.

(b) To obtain and deliver to BMI copies of: unpublished and published Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish any of the Works.

E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

**ELEVENTH:** Publisher warrants and represents that:

A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.

B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a clearance form or cue sheet submitted to BMI pursuant to subparagraph A of paragraph TENTH hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

**TWELFTH:**

A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph TWELFTH shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.

B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.

C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to exclude the Work with respect to which a claim is made from this agreement and/or to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.

**THIRTEENTH:** Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph THIRTEENTH shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph THIRTEENTH requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder, shall not constitute an infringement of Publisher's Works on BMI's part.

**FOURTEENTH:**

A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers' performance royalties earned by any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.

**FIFTEENTH:** BMI shall have the right, in its sole discretion, to terminate this agreement if:

A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:

(1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.

(2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.

(3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH.

(4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A(1) and A(2) of this paragraph FIFTEENTH have been made by or on behalf of a composer or author to any person, firm, corporation or association.

B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or logging performances.

C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this paragraph FIFTEENTH, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph SEVENTH hereof.

SIXTEENTH: In the event that during the term of this agreement (1) monies shall not have been earned by Publisher pursuant to paragraph FIFTH hereof for a period of two consecutive years or more, or (2) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail addressed to the last address furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. In the event of such termination, no payments shall be due Publisher pursuant to paragraph SEVENTH hereof.

SEVENTEENTH: Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

EIGHTEENTH: All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows:

Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction.

NINETEENTH: Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.

TWENTIETH: Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last address furnished in writing by Publisher to BMI's Department of Writer/Publisher Administration.

TWENTY-FIRST: This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.

TWENTY-SECOND: In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

BROADCAST MUSIC, INC.

By.....  
Vice President

By.....  
(Title of Signer).....



Form **W-9**  
(Rev. March 1994)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do NOT  
send to the IRS.

**Name** (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)  
**The Bernard Edwards Co., L.L.C.**

**Business name** (Sole proprietors see instructions on page 2.)

Please check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☒ Other **Ltd. Liability Corp.**

**Address** (number, street, and apt. or suite no.)  
**5750 Wilshire Blvd., Suite 590**

**City, state, and ZIP code**  
**Los Angeles, CA 90036**

**Requester's name and address** (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

**Social security number**

**OR**

**Employer identification number**  
**9 547 6539 4**

**Part II For Payees Exempt From Backup Withholding** (See Part II instructions on page 2)

**Part III Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification instructions.**—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

**Sign Here** **Signature** **Wallace D. Franson,** **Date** **4/20/2020**

Section references are to the Internal Revenue Code.

**Purpose of Form.**—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What Is Backup Withholding?**—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

**How To Get a TIN.**—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.



<u>TIN</u>	<u>OWNER</u> <i>SHIP</i>	MEMBERS:
95-7050894	1/6	Wallace D. Franson, Trustee of the Bernard Edwards, Jr. Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036
95-7050893	1/6	Wallace D. Franson, Trustee of the Mark Edwards Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036
95-7050892	1/6	Wallace D. Franson, Trustee of the David Edwards Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036
95-7050891	1/6	Wallace D. Franson, Trustee of the Portia Edwards Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036
95-7050895	1/6	Wallace D. Franson, Trustee of the Michael Edwards Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036
95-7050890	1/6	Wallace D. Franson, Trustee of the Leah Edwards Trust 5750 Wilshire Blvd. Suite 590 Los Angeles, CA 90036

SECRETARY OF THE STATE  
30 TRINITY STREET  
P.O. BOX 150470  
HARTFORD, CT 06115-0470

MAY 4, 2000

IRCHARD J. POBER  
P.O. BOX 710  
WESTPORT, CT 06881

Jess S. Morgan & Company

MAY - 8 2000

RM

RE: Acceptance of Business Filing

This letter is to confirm the acceptance of the following business filing:

Business Name:  
THE BERNARD EDWARDS COMPANY, LLC

Work Order Number: 2000071353-001  
Business Filing Number: 0002106679  
Type of Request: ARTICLES OF ORGANIZATION  
File Date/Time: MAY 04 2000 08:30 AM  
Effective Date/Time:  
Work Order Payment Received: 85.00  
Payment Received: 85.00  
Account Balance: .00  
Customer Id: 630874  
Business Id: 0650746

If applicable for this type of request, a summary of the business information now on our records for this business is enclosed.

If you would like copies of this filing you must complete a Request for Corporate Copies and submit it with the appropriate fee.

SUSAN LOGATTO  
Commercial Recording Division  
860-509-6003

BUSINESS FILING REPORT

WORK ORDER NUMBER: 2000071353-001  
BUSINESS FILING NUMBER: 0002106679

BUSINESS NAME:

THE BERNARD EDWARDS COMPANY, LLC

BUSINESS LOCATION:

5750 WILSHIRE BLVD.  
SUITE 590  
LOS ANGELES, CA 90036

\*\* END OF REPORT \*\*



**C. FORMALLY ORGANIZED CORPORATION:**

Fed. Tax Acct. No. \_\_\_\_\_

(If not available request form S.S. #4 from IRS)

Indicate State in which incorporated \_\_\_\_\_

**List all Officers**

FULL NAME	TITLE	HOME ADDRESS
SS # _____	_____	_____ Zip Code _____
SS # _____	_____	_____ Zip Code _____
SS # _____	_____	_____ Zip Code _____

**List all Stockholders**

FULL NAME	HOME ADDRESS	Pctg. of Ownership
SS # _____	_____ Zip Code _____	_____
SS # _____	_____ Zip Code _____	_____
SS # _____	_____ Zip Code _____	_____

**D. FORMALLY ORGANIZED LIMITED LIABILITY COMPANY:**

(Complete only if company is now in existence)

List All Members. (If more than four, attach extra sheet)

Name	Home Address & Zip Code	Soc. Sec. No. or Fed. Tax Acct. No.	Percentage Of Ownership
<u>SEE ATTACHED</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List Manager(s) Authorized Under Articles of Organization. If Any

Name	Home Address & Zip Code	Soc. Sec. No. or Fed. Tax Acct. No.	Does he/she have authority to sign agreements and otherwise act on behalf of company?
<u>SAME AS MEMBERS</u>	_____	_____	<u>YES</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



If new corporate name is indicated on page 1, check one:

Old corporation or Limited Liability Company  
has changed its name

☐

(Copy of Certificate of Change of Name filed with  
Secretary of State must be attached)

New corporation or Limited Liability Company  
has been formed

☒

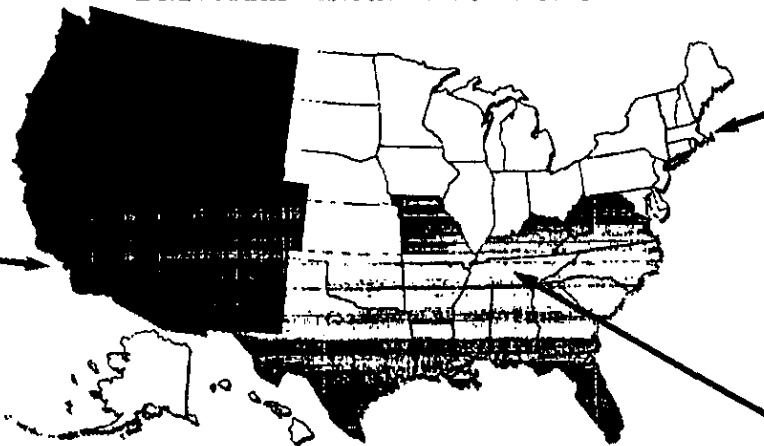
(Copy of Certificate of Incorporation or Articles of  
Organization for LLC's filed with Secretary of State  
must be attached)

PLEASE SIGN AND RETURN (WITH \$75.00 FEE FOR CHANGING PUBLISHING CO. NAME OR CHANGE IN  
OWNERSHIP)

Wallace D. Frankson President Manager  
Signature of owner, partner, or member/manager TITLE  
WALLACE D. FRANKSON  
(Please print name of person signing)

### BMI Administrative Territories

BMI  
Publisher Administration  
8730 Sunset Blvd.  
3rd Floor West  
Los Angeles, CA 90069  
310-659-9109



BMI\*  
Publisher Administration  
320 West 57<sup>th</sup> Street  
New York, NY 10019  
212-586-2000

\*Territory includes Alaska,  
Hawaii, Puerto Rico, the U.S.  
Virgin Islands, American Samoa  
and Guam

BMI  
Publisher Administration  
10 Music Square East  
Nashville, TN 37203  
615-401-2000

BMI  
Publisher Administration  
84 Harley House  
Marylebone Road  
London NW1 5HN  
01144171 486-2036



PLEASE RETURN THIS DOCUMENT TO THE BMI OFFICE RESPONSIBLE FOR YOUR STATE  
ATTENTION: PUBLISHER ADMINISTRATION

DECREE RE: ADMINISTRATION  
AND DISTRIBUTION (PC-262)  
REV. 10/98

STATE OF CONNECTICUT  
COURT OF PROBATE

VOL 704 PG 069  
Recorded:  
Page: 1

Court of Probate, District of Westport  
District Number 158

96-000083

Estate of: BERNARD EDWARDS, late of Westport

Date of Administration Account: 12/08/1999

At a Court of Probate held at the place and time of hearing set by the Court together with any continuances thereof, as of record appears, on the fiduciary's application for allowance of the administration account indicated above, ascertainment of heirs and distributees, and an order of distribution.

PRESENT: Hon. KEVIN M. O'GRADY, Judge

After due hearing THE COURT FINDS that:

Notice of hearing was given in accordance with the order of notice previously given.

All succession taxes due to the State of Connecticut have been paid.

The distributees of the rest, residue and remainder of said estate are as set forth in the schedule of proposed distribution in said account.

WHEREFORE, it is ORDERED AND DECREED that:

Said account is allowed and approved.

Any unpaid bequests or legacies shall be paid over to those legally entitled thereto.

The rest, residue and remainder of said estate be distributed, transferred and paid over to and among the distributees or their fiduciaries by the fiduciary of the estate as set forth in the schedule of proposed distribution of said account, and in accordance with the provisions of the Will, and Codicil(s) if any, of said deceased.

It is further ORDERED AND DECREED that said fiduciary make due return of compliance with this Order.

\*  
Dated at Westport, CT, this 27th day of December, 1999.

\*And it is further DECREED that the estate  
is completed and closed this 31st day  
of December, 1999.

  
KEVIN M. O'GRADY, Judge

ARTICLES OF ORGANIZATION FOR A CONNECTICUT LIMITED LIABILITY COMPANY

NOTE: This form constitutes only the minimum statutory requirements for filing with the Office of the Secretary of the State. Should you wish to include additional information, you may attach a plain sheet of 8 1/2 x 11 paper to the document.

1. The name of the limited liability company:

The Bernard Edwards Company, LLC

2. The nature of business to be transacted or the purpose to be promoted or carried out the limited liability company is as follows:

The Company's purpose is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

3. Principal office address: (P.O. Box is not acceptable) 5750 Wilshire Blvd., Suite 590, Los Angeles, CA 90036

4. Statutory agent for service of process, P.A. 93-267 §5:

Name: Richard J. Poher Business Address: 19 Ludlow Road, Westport, CT 06880

Residence Address: 7 Aspetuck Hill Lane, Weston, Connecticut 06883

5. The latest date upon which the limited liability company will dissolve:

May 1, 2055

EXECUTION

6. Dated this 31st day of December, 1999

7. Wallace D. Franson, Manager  
Name and capacity of signatory (print or type)

8. [Signature]  
Signature

9. Acceptance of appointed statutory agent.

Richard J. Poher  
Print Name

10. [Signature]  
Signature

Rec; CC:

Richard J. Poher, Esquire  
19 Ludlow Road  
Westport, CT 06880

Please provide filer's name and complete address for mailing receipt

RETURN FORM TO:  
Secretary of the State  
30 Trinity Street  
Hartford, CT 06106

APS LLC CT-18

## ASSIGNMENT OF COPYRIGHT

**ASSIGNOR:** **WALLACE D. FRANSON,**  
EXECUTOR OF THE ESTATE OF  
BERNARD EDWARDS, DECEASED

**ASSIGNEE:** **WALLACE D. FRANSON**  
**as TRUSTEE OF THE MICHAEL EDWARDS TRUST**

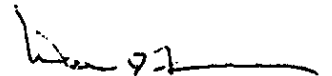
**PORTION**  
**ASSIGNED:** AN UNDIVIDED EIGHT AND ONE-THIRD PERCENT (8.333%)  
OF THE COPYRIGHT OWNERSHIP

AN UNDIVIDED SIXTEEN AND TWO-THIRDS PERCENT (16.667%)  
OF THE ADMINISTRATION RIGHTS

The Assignor hereby sells, assigns, transfers and sets over unto the Assignee the above-indicated portion of Assignor's right, title and interest in and to the musical compositions (or fractional shares thereof) listed on the annexed Schedule (the "Compositions"), including, but not limited to the worldwide copyrights in and to said compositions, their titles, and lyrics (including any renewals and/or extensions now or hereafter provided by law), reserving, however, the exclusive right to administer, control, use, exploit receive income from, and otherwise deal in and for said Compositions (or, in the Assignor's sole discretion, to authorize third parties to do so, in the Assignor's name and on Assignor's behalf, in whole or in part and throughout the world or in lesser territories) throughout the world in perpetuity in accordance with the terms and conditions of the Co-Publishing Agreement dated August 21, 1997 among the Assignor, Bambi Edwards, and Alexis Edwards and subject to a lien to secure the payment to Jess S. Morgan & Company, Inc. of 5% of the gross receipts from exploitation of such assigned rights in perpetuity.

The Assignor makes no warranties and/or representations with respect to the Assignor's ownership of the Compositions, it being understood and agreed that the aforesaid percentage applies only to such rights as the Assignor has acquired as Executor of the Estate of Bernard Edwards, Deceased.

Los Angeles, California  
January 7, 1999 2000

  
**WALLACE D. FRANSON**  
(In his dual capacities)

## ASSIGNMENT OF COPYRIGHT

**ASSIGNOR:** **WALLACE D. FRANSON,**  
EXECUTOR OF THE ESTATE OF  
BERNARD EDWARDS, DECEASED

**ASSIGNEE:** **WALLACE D. FRANSON**  
**as TRUSTEE OF THE DAVID EDWARDS TRUST**

**PORTION**  
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Los Angeles, California  
January 1, 1999-2000

  
**WALLACE D. FRANSON**  
(in his dual capacities)



## ASSIGNMENT OF COPYRIGHT

**ASSIGNOR:** **WALLACE D. FRANSON,**  
EXECUTOR OF THE ESTATE OF  
BERNARD EDWARDS, DECEASED

**ASSIGNEE:** **WALLACE D. FRANSON**  
**as TRUSTEE OF THE MARK EDWARDS TRUST**

**PORION**  
**ASSIGNED:** AN UNDIVIDED EIGHT AND ONE-THIRD PERCENT (8.333%)  
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Los Angeles, California  
January 1, ~~1999~~ 2000

  
**WALLACE D. FRANSON**  
(In his dual capacities)

## ASSIGNMENT OF COPYRIGHT

**ASSIGNOR:** **WALLACE D. FRANSON,**  
EXECUTOR OF THE ESTATE OF  
BERNARD EDWARDS, DECEASED

**ASSIGNEE:** **WALLACE D. FRANSON**  
**as TRUSTEE OF THE PORTIA EDWARDS TRUST**

**PORION**  
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Los Angeles, California  
January 1, 1999-2000

  
**WALLACE D. FRANSON**  
(in his dual capacities)

## ASSIGNMENT OF COPYRIGHT

**ASSIGNOR:** **WALLACE D. FRANSON,**  
EXECUTOR OF THE ESTATE OF  
BERNARD EDWARDS, DECEASED

**ASSIGNEE:** **WALLACE D. FRANSON**  
**as TRUSTEE OF THE LEAH EDWARDS TRUST**

**PORION**  
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OF THE COPYRIGHT OWNERSHIP

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Los Angeles, California  
January 1, 1999 2000

  
**WALLACE D. FRANSON**  
(In his dual capacities)

## ASSIGNMENT OF COPYRIGHT

**ASSIGNOR:** **WALLACE D. FRANSON,**  
EXECUTOR OF THE ESTATE OF  
BERNARD EDWARDS, DECEASED

**ASSIGNEE:** **WALLACE D. FRANSON**  
**as TRUSTEE OF THE BERNARD EDWARDS, JR. TRUST**

**PORTION**  
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OF THE ADMINISTRATION RIGHTS

The Assignor hereby sells, assigns, transfers and sets over unto the Assignee the above-indicated portion of Assignor's right, title and interest in and to the musical compositions (or fractional shares thereof) listed on the annexed Schedule (the "Compositions"), including, but not limited to the worldwide copyrights in and to said compositions, their titles, and lyrics (including any renewals and/or extensions now or hereafter provided by law), reserving, however, the exclusive right to administer, control, use, exploit receive income from, and otherwise deal in and for said Compositions (or, in the Assignor's sole discretion, to authorize third parties to do so, in the Assignor's name and on Assignor's behalf, in whole or in part and throughout the world or in lesser territories) throughout the world in perpetuity in accordance with the terms and conditions of the Co-Publishing Agreement dated August 21, 1997 among the Assignor, Bambi Edwards, and Alexis Edwards and subject to a lien to secure the payment to Jess S. Morgan & Company, Inc. of 5% of the gross receipts from exploitation of such assigned rights in perpetuity.

The Assignor makes no warranties and/or representations with respect to the Assignor's ownership of the Compositions, it being understood and agreed that the aforesaid percentage applies only to such rights as the Assignor has acquired as Executor of the Estate of Bernard Edwards, Deceased.

Los Angeles, California  
January 1, 1999 2000

  
**WALLACE D. FRANSON**  
(in his dual capacities)

## **ASSIGNMENT OF COPYRIGHT**

**ASSIGNOR:**     **WALLACE D. FRANSON,**  
                  AS TRUSTEE OF THE  
                  BERNARD EDWARDS, JR. TRUST /  
                  LEAH EDWARDS TRUST /  
                  PORTIA EDWARDS TRUST /  
                  MARK EDWARDS TRUST /  
                  DAVID EDWARDS TRUST /  
                  MICHAEL EDWARDS TRUST /

**ASSIGNEE:**     **THE BERNARD EDWARDS COMPANY, LLC**

**PORTION**  
**ASSIGNED:**     AN UNDIVIDED FIFTY PERCENT (50%) ✓  
                          OF THE COPYRIGHT OWNERSHIP

                          ONE HUNDRED PERCENT (100%)  
                          OF THE ADMINISTRATION RIGHTS

The Assignor hereby sells, assigns, transfers and sets over unto the Assignee the above-indicated portion of Assignor's right, title and interest in and to the musical compositions (or fractional shares thereof) listed on the annexed Schedule (the "Compositions"), including, but not limited to the worldwide copyrights in and to said compositions, their titles, and lyrics (including any renewals and/or extensions now or hereafter provided by law) , AS WELL AS the exclusive right to administer, control, use, exploit receive income from, and otherwise deal in and for said Compositions (or, in the Assignor's sole discretion, to authorize third parties to do so, in the Assignor's name and on Assignor's behalf, in whole or in part and throughout the world or in lesser territories ) throughout the world in perpetuity in accordance with the terms and conditions of the Co-Publishing Agreement dated August 21, 1997 among the Assignor (acting in his capacity as Executor of the Estate of Bernard Edwards, Deceased), Bambi Edwards, and Alexis Edwards and subject to a lien to secure the payment to Jess S. Morgan & Company, Inc. of 5% of the gross receipts from exploitation of such assigned rights in perpetuity.

The Assignor makes no warranties and/or representations with respect to the Assignor's ownership of the Compositions, it being understood and agreed that the aforesaid percentage

Assignment of Copyright  
Wallace D. Franson -to-  
The Bernard Edwards Company, LLC  
Page Two

applies only to such rights as the Assignor has acquired as Executor of the Estate of Bernard Edwards, Deceased.

Los Angeles, California  
January 2, 1999-2000

  
**WALLACE D. FRANSON**  
Trustee

AGREED AND ACCEPTED:

**THE BERNARD EDWARDS  
COMPANY, LLC**

By: 



PAPA WAS A ROLLIN' STONE  
A/K/A PAPA WAS A ROLLING STONE

Page 3

## Certificate

## Registration of a Claim to Copyright

In a musical composition the author of which is a citizen or domiciliary of the United States of America or which was first published in the United State of America

This is To Certify that the statements set forth in this certificate have been made a part of the records of the Copyright Office. In witness whereof the seal of the Copyright Office is hereto affixed.

*Deane S. Long*  
 Register of Copyrights  
 United States of America

FORM E

CLASS <b>E</b>	REGISTRATION NO. <b>E P 299072</b>
DO NOT WRITE HERE	

NOT VALID WITHOUT  
 COPYRIGHT OFFICE  
 IMPRESSION SEAL

## 1. Copyright Claimant(s) and Address(es):

Name STONE DIAMOND MUSIC CORPORATION  
 Address 2457 Woodward Avenue Detroit, Michigan 48201  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

2. Title: PAPA WAS A ROLLIN' STONE  
 (Title of the musical composition)

## 3. Authors:

Name Norman Whitfield Citizenship: U.S.A. ☒ Other \_\_\_\_\_  
 (Legal name followed by pseudonym if latter appears on the copies) (Check if U.S. citizen) (Name of country)  
 Domiciled in U.S.A. Yes ☒ No \_\_\_\_\_ Address 2457 Woodward Avenue Author of words & music  
 (State which: words, music, arrangement, etc.)  
 Name Barrett Strong Citizenship: U.S.A. ☒ Other \_\_\_\_\_  
 (Legal name followed by pseudonym if latter appears on the copies) (Check if U.S. citizen) (Name of country)  
 Domiciled in U.S.A. Yes ☒ No \_\_\_\_\_ Address 2457 Woodward Avenue Author of WORDS & MUSIC  
 (State which: words, music, arrangement, etc.)  
 Name \_\_\_\_\_ Citizenship: U.S.A. \_\_\_\_\_ Other \_\_\_\_\_  
 (Legal name followed by pseudonym if latter appears on the copies) (Check if U.S. citizen) (Name of country)  
 Domiciled in U.S.A. Yes \_\_\_\_\_ No \_\_\_\_\_ Address \_\_\_\_\_ Author of \_\_\_\_\_  
 (State which: words, music, arrangement, etc.)

## 4. (a) Date of Publication:

April 1, 1972  
 (Month) (Day) (Year)

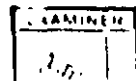
## (b) Place of Publication:

USA  
 (Name of country)

## 5. Previous Registration or Publication:

Was work previously registered? Yes \_\_\_\_\_ No \_\_\_\_\_ Date of registration \_\_\_\_\_ Registration number \_\_\_\_\_  
 Was work previously published? Yes \_\_\_\_\_ No \_\_\_\_\_ Date of publication \_\_\_\_\_ Registration number \_\_\_\_\_  
 Is there any substantial NEW MATTER in this version? Yes \_\_\_\_\_ No \_\_\_\_\_ If your answer is "Yes," give a brief general statement of the nature of the NEW MATTER in this version.

Complete all applicable spaces on next page



Deposit account:

7. Send correspondence to: **Music Co., Inc**Name **Johete Music Co., Inc**Address **2457 Woodward Avenue**

8. Send certificate to:

(Type or  
print  
name and  
address)

Name

**Stone Diamond Music Corp.****c/o Johete Music Co., Inc**

Address

**2457 Woodward Avenue**

(City)

**Detroit, Michigan**

(ZIP Code)

## Information concerning copyright in musical compositions

**When to Use Form E.** Form E is appropriate for unpublished and published musical compositions by authors who are U.S. citizens or domiciliaries, and for musical compositions first published in the United States.

**What is a "Musical Composition"?** The term "musical composition" includes compositions consisting of music alone, or of words and music combined. It also includes arrangements and other versions of earlier compositions, if new copyrightable work of authorship has been added.

**—Song Lyrics Alone.** The term "musical composition" does not include song poems and other works consisting of words without music. Works of that type are not registrable for copyright in unpublished form.

**—Sound Recordings.** Phonograph records, tape recordings, and other sound recordings are not regarded as "copies" of the musical compositions recorded on them, and are not acceptable for copyright registration. For purposes of deposit, the musical compositions should be written in some form of legible notation. If the composition contains words, they should be written above or beneath the notes to which they are sung.

**Duration of Copyright.** Statutory copyright begins on the date the work was first published, or, if the work was registered for copyright in unpublished form, copyright begins on the date of registration. In either case, copyright lasts for 28 years, and may be renewed for a second 28-year term.

## Unpublished musical compositions

**How to Register a Claim.** To obtain copyright registration, mail to the Register of Copyrights, Library of Congress, Washington, D.C. 20540, one complete copy of the musical composition, an application Form E, properly completed and signed, and a fee of \$6. Manuscripts are not returned so do not send your only copy.

**Procedure to Follow if Work Is Later Published.** If the work is later reproduced in copies and published, it is necessary to make a second registration, following the procedure outlined below. To maintain copyright protection, all copies of the published edition must contain a copyright notice in the required form and position.

## Published musical compositions

**What Is "Publication"?** Publication, generally, means the sale, placing on sale, or public distribution of copies. Limited distribution of so-called "professional" copies ordinarily would not constitute publication. However, since the dividing line between a preliminary distribution and actual publication may be difficult to determine, it is wise for the author to affix notice of copyright to copies that are to be circulated beyond his control.

**How to Secure Copyright in a Published Musical Composition:**

1. Produce copies with copyright notice, by printing or other means of reproduction.
2. Publish the work.
3. Register the copyright claim, following the instructions on page 1 of this form.

**The Copyright Notice.** In order to secure and maintain copyright protection for a published work, it is essential that

all copies published in the United States contain the statutory copyright notice. This notice shall appear on the title page or first page of music and must consist of three elements.

1. **The word "Copyright," the abbreviation "Copr.," or the symbol ©.** Use of the symbol © may result in securing copyright in countries which are parties to the Universal Copyright Convention.

2. **The year date of publication.** This is ordinarily the date when copies were first placed on sale, sold, or publicly distributed. However, if the work has been registered for copyright in unpublished form, the notice should contain the year of registration; or, if there is new copyrightable matter in the published version, it should include both dates.

3. **The name of the copyright owner (or owners).** Example: © John Doe 1970.

**NOTE:** If copies are published without the required notice the right to secure copyright is lost and cannot be restored.

FOR COPYRIGHT OFFICE USE ONLY	
Application received	EP 299672
Nov 12 1972	
One copy received	
Two copies received	
Nov 12 1972	
Fee received	

2

As Recorded by THE TEMPTATIONS on Gordy Records

# PAPA WAS A ROLLING STONE

Words and Music by  
NORMAN WHITFIELD  
and BARRETT STRONG

Easy Beat

The musical score is written for voice and piano. The key signature has one flat (B-flat), and the time signature is common time (C). The tempo/style is marked 'Easy Beat'. The piano part begins with a series of chords, including an Am chord indicated by a diagram. The vocal melody is written in a single staff. The lyrics are: 'It was the third of Sep-tem-ber That day I'll al-ways re-mem-ber, — yes I will, — 'Cause that was the day — that my dad-dy died. — I nev-er got a chance to see him. Never heard no tho' but had things a-bout him. Ma-'. The piano accompaniment includes a 'Repeat till ready' section. The score is divided into four systems, each with a vocal staff and a piano grand staff.

It was the third of Sep-tem-ber That day I'll al-ways re-mem-ber, — yes I will, — 'Cause that was the day — that my dad-dy died. — I nev-er got a chance to see him. Never heard no tho' but had things a-bout him. Ma-



- ma I'm de - pen-din' on you, — tell me the truth. — (Spoken) Ma-ma looked up and said, — son,

Chorus



(Sung) Pa - pa Was A Roll - ing Stone, — son, — Wher - ev - er he laid his hat —

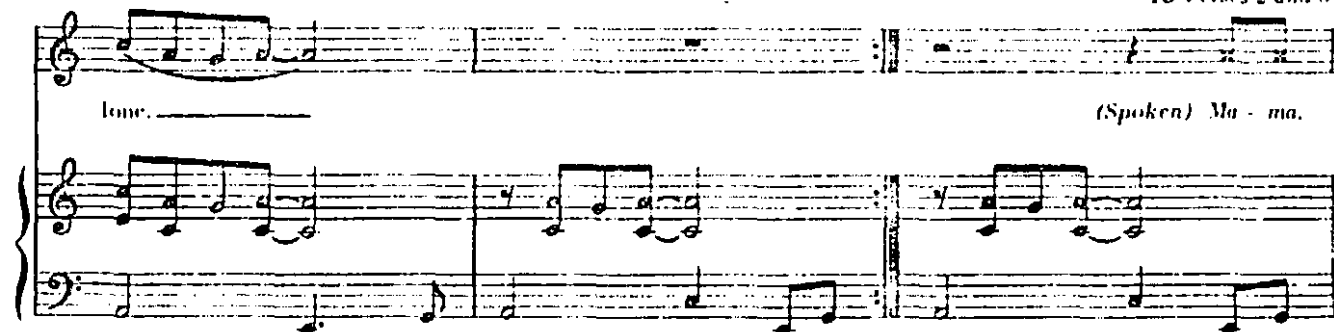


— was his home — and when he died — all — he left — us was a -

1

2

To Verses 2 and 3



lone, — (Spoken) Ma - ma,

4

Verse 2



(Sung) Is it true what they say, that pa - pa nev - er worked a day in

his life? And ma - ma, there's some bad talk go - in' round that pa - pa

had three out - side child - ren and a no - ther wife, and that ain't right, hey.

Heard some talk a - bout pa pa do - in' some store front preach - in'





talk - in' a-bout sav-in' souls and all the time leach-in'. — Deal - in' in dirt — and steal -

To Chorus

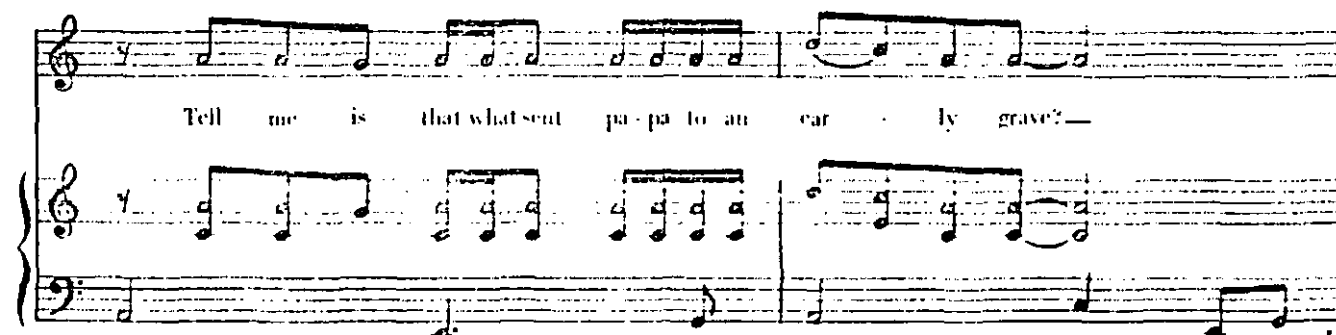


- in' in the name of the Lord. — (Spoken) Ma - ma looked up and said, — son,

Verse 3



(Sung) I heard pa - pa call him-self a jack - of - all - trades, —



Tell me is that what sent pa - pa to an ear - ly grave? —

6

Folks say pa-pa would beg, bor-row or steal to pay — his bills.

Hey, ma-ma, folks say pa-pa nev-er was much on think - in'.

Spend most of his time chas in' wo men and drink - in'. Ma-ma I'm de-pend-ing on you —

(To Chorus and fade out)  
— to tell me the truth. — (Spoken) Ma-ma looked up and said. — son,

Papa Was A Rollin' Stone S.S.

Sales and Shipping: WEST COAST PUBLICATIONS, INC. 4423 West Jefferson Boulevard Los Angeles, California 90016

price \$1.00



AGREEMENT made on November 16, 2005 between BROADCAST MUSIC, INC. ("BMI"), a New York corporation, whose address is 320 West 57th Street, New York, N.Y. 10019-3790 and Stone Diamond Music Corporation, a Michigan corporation ("Publisher"), whose address is c/o EMI Music Publishing, 810 Seventh Avenue, 36<sup>th</sup> Floor, New York, NY 10019-5818

**WITNESSETH:**

1. The term of this agreement shall be the period from April 1, 2005 to December 31, 2008, and continuing thereafter for additional periods of five (5) years each unless terminated by either party at the end of said initial period or any additional period, upon notice sent by registered, certified or Express mail, or other sending method that requires that the date that the item is sent be recorded by the courier (e.g., overnight mail or messenger service), not more than six (6) months or less than three (3) months prior to the end of any such period.

2. As used in this agreement, the word "Work" or "Works" shall mean:

A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and

B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.

3. Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:

A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, in any and all places and in any and all media, now known or which hereafter may be developed, any part or all of the Works.

B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.

C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.

4. Notwithstanding the provisions of subparagraph A of paragraph 3 hereof:

A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera,

***THIS PAGE INTENTIONALLY LEFT BLANK***

operetta or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph 3 hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.

C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work or Works in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license or within three (3) months of the performance of the Work or Works so licensed, whichever is earlier, BMI is given written notice thereof and a copy of the license is supplied to BMI.

5.

A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:

(1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

(2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.

(3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.

B. Notwithstanding the provisions of subparagraph A of this paragraph 5, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from Publisher all of the material with respect to such Work referred to in subparagraph A of paragraph 12 hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph 16 hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph 4 hereof has been granted by Publisher, its co-publishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of the royalty distribution seeking to be adjusted.

6. In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of paragraph 5 hereof.

Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

7.

A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.

B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.

8. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within twelve (12) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

9.

A. In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI or any other indebtedness owed to BMI by Publisher, such termination shall not be effective until the close of the calendar quarterly period during which (1) Publisher shall repay such unearned balance of advances or indebtedness, or (2) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances or indebtedness has been fully recouped by BMI.

~~B. The termination of this agreement shall be deemed subject to any rights or obligations existing between BMI and its licensees under licenses then in effect as a result thereof. Notwithstanding such termination, BMI shall have the right to continue to license all of Publisher's Works in all places and in all media with respect to which such licenses exist as of the date of termination, until such licenses expire.~~

10. Notwithstanding the termination of this agreement, all of the terms and conditions of this agreement shall continue to apply subsequent to such termination with respect to any Works which ~~may~~ <sup>you may choose to</sup> continue to be licensed by BMI and any monies payable to Publisher by BMI pursuant to the provisions of this agreement.

11.

A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.



B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.

C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph 11, or pursuant to subparagraph C of paragraph 14 hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B (2) of this paragraph 11, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

12.

A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:

(1) A completed work registration form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A (3) of this paragraph 12.

(2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D (2) of this paragraph 12.

(3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.

B. Publisher shall submit the material described in subparagraph A of this paragraph 12 with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.

C. The submission of each work registration form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

(2) At BMI's request:

(a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.

(b) To obtain and deliver to BMI copies of: unpublished and published Works, including any commercial recording of such Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish and/or the right to administer the performing rights in and/or collect the royalties for any of the Works.

E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

13. Publisher warrants and represents that:

A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.

B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a work registration form or cue sheet submitted to BMI pursuant to subparagraph A of paragraph 12 hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

14.

A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph 14 shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.

B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.

C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof and/or to exclude the Work with respect to which a claim is made from this agreement until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.

15. Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph 15 shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph 15 requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder shall not constitute an infringement of Publisher's Works on BMI's part.

16.

A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers' performance royalties earned by

any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.

17. BMI shall have the right, in its sole discretion, to terminate this agreement if:

A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:

(1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.

(2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.

(3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A (1) and A (2) of this paragraph 17.

(4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A (1) and A (2) of this paragraph 17 have been made by or on behalf of a composer or author to any person, firm, corporation or association.

B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or monitoring performances.

C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this paragraph 17, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph 7 hereof.

18. In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by Publisher pursuant to paragraph 22 shall be returned by the post office, or (2) monies shall not have been earned by Publisher pursuant to paragraph 5 hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail, electronic mail ("e-mail") or facsimile number addressed to the last postal or electronic address or transmitted to the last facsimile number furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. If Publisher failed to maintain a current address with BMI and BMI has made reasonable good-faith efforts in attempting to locate Publisher without success, BMI shall have the right to terminate this agreement pursuant to this paragraph 18 by regular first-class U.S. mail, in lieu of the means otherwise specified, regardless of anything in paragraph 17 to the contrary. In the event of such termination, no payments shall be due Publisher pursuant to paragraph 7 hereof.

19. Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against

Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

20. All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction.

21. Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.

22. Publisher agrees to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change in Publisher's postal or electronic ("e-mail") address, or facsimile number. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last postal or electronic address or facsimile number so furnished by Publisher.

23. This agreement shall be subject to BMI's standard practices and procedures which are in effect as of the effective date of this agreement and as they may be modified and/or supplemented from time to time.

24. Publisher acknowledges that the relationship between BMI and Publisher which is created by this agreement is one of ordinary contracting parties and is not intended to be a fiduciary relationship with respect to any of the rights or obligations hereunder.

25. Publisher authorizes the inclusion of Publisher's name, likeness and biographical information, and those of Publisher's executive employees, in publicly-distributed material relating to Publisher's association with BMI.


26. This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.

27. In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

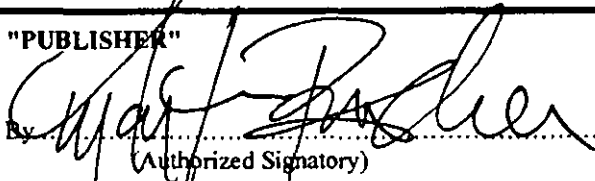
28. Any prior agreements, as modified, between Publisher and BMI are canceled and superseded as of the effective date of this agreement. All works that were embraced by any prior agreement between Publisher and BMI and in which no other licensing organization controls Publisher's performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to Publisher by BMI or unpaid indebtedness owed to BMI by Publisher shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications. If Publisher has acquired the works of the former BMI affiliate who is indicated on the attached terminated agreement, then all works which were embraced by that agreement and in which no other licensing organization controls the performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to said former affiliate by BMI or unpaid indebtedness owed by said former affiliate to BMI shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

**BROADCAST MUSIC, INC**

By   
Senior Vice President

**"PUBLISHER"**

By  CHAIRMAN  
(Authorized Signatory) (Print Name and Title of Signer)

If your company structure is a PARTNERSHIP, all other partners must sign below:

By .....  
Partner Printed Name

By .....  
Partner Printed Name

By .....  
Partner Printed Name

By .....  
Partner Printed Name

By .....  
Partner Printed Name

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I'LL BE AROUND

Page 3

Certificate 380 0 0 2 5 0

FORM E

## Registration of a Claim to Copyright

In a musical composition the author of which is a citizen or domiciliary of the United States of America or which was first published in the United States of America

This is To Certify that the statements set forth in this certificate have been made a part of the records of the Copyright Office. In witness whereof the seal of the Copyright Office is hereto affixed.

Abe A. Goldstein

ACTING Register of Copyrights  
United States of America

REGISTRATION NO.
E P 316074
DO NOT WRITE HERE

CLASS

E

## 1. Copyright Claimant(s) and Address(es):

Name ASSORTED MUSIC

Address 250 S. Broad Street Philadelphia, Penna.

Name BELLBOY MUSIC

Address 250 S. Broad Street Philadelphia, Penna.

2. Title: I'LL BE AROUND (Title of the musical composition)

## 3. Authors:

Name Thomas Bell (Legal name followed by pseudonym if latter appears on the copies) Citizenship: U.S.A. ☒ Other (Check if U.S. citizen) (Name of country)

Domiciled in U.S.A. Yes ☒ No Address 4905 Parkside Ave. Author of WORDS & MUSIC (State which: words, music, arrangement, etc.) Philadelphia, Penna.

Name Phil Hunt (Legal name followed by pseudonym if latter appears on the copies) Citizenship: U.S.A. ☒ Other (Check if U.S. citizen) (Name of country)

Domiciled in U.S.A. Yes ☒ No Address 7 Oxford House Author of WORDS & MUSIC (State which: words, music, arrangement, etc.) Moorestown Woods Moorestown, N. J.

Name (Legal name followed by pseudonym if latter appears on the copies) Citizenship: U.S.A. Other (Check if U.S. citizen) (Name of country)

Domiciled in U.S.A. Yes No Address Author of (State which: words, music, arrangement, etc.)

## 4. (a) Date of Publication:

August 22 1972  
(Month) (Day) (Year)

## (b) Place of Publication:

UNITED STATES AND CANADA SIMULTANEOUSLY  
(Name of country)

## 5. Previous Registration or Publication:

Was work previously registered? Yes No Date of registration Registration number

Was work previously published? Yes No Date of publication Registration number

Is there any substantial NEW MATTER in this version? Yes No If your answer is "Yes," give a brief general statement of the nature of the NEW MATTER in this version.

Complete all applicable spaces on next page



EP310074

6. Deposit account:

7. Send correspondence to:

Name **SAME AS BELOW**

Address

8. Send certificate to:

(Type or print name and address)

**ASSORTED MUSIC****250 S. Broad Street - Suite 611**

(Number and street)

**Philadelphia, Pennsylvania 19102**

(City)

(State)

(ZIP code)

**Information concerning copyright in musical compositions**

**When to Use Form E.** Form E is appropriate for unpublished and published musical compositions by authors who are U.S. citizens or domiciliaries, and for musical compositions first published in the United States.

**What Is a "Musical Composition"?** The term "musical composition" includes compositions consisting of music alone, or of words and music combined. It also includes arrangements and other versions of earlier compositions, if new copyrightable work of authorship has been added.

**Song Lyrics Alone.** The term "musical composition" does not include song poems and other works consisting of words without music. Works of that type are not registrable for copyright in unpublished form.

**Sound Recordings.** Photograph records, tape recordings, and other sound recordings are not regarded as "copies" of musical compositions recorded on them, and are not acceptable for copyright registration. For purposes of deposit, the musical compositions should be written in some form of legible notation. If the composition contains words, they should be written above or beneath the notes to which they are sung.

**Duration of Copyright.** Statutory copyright begins on the date the work was first published, or, if the work was registered for copyright in unpublished form, copyright begins on the date of registration. In either case, copyright lasts for 28 years, and may be renewed for a second 28-year term.

**Unpublished musical compositions**

**How to Register a Claim.** To obtain copyright registration, mail to the Register of Copyrights, Library of Congress, Washington, D.C. 20540, one complete copy of the musical composition, an application Form E, properly completed and signed, and a fee of \$6. Manuscripts are not returned so do not send your only copy.

**Procedure to Follow if Work Is Later Published.** If the work is later reproduced in copies and published, it is necessary to make a second registration, following the procedure outlined below. To maintain copyright protection, all copies of the published edition must contain a copyright notice in the required form and position.

**Published musical compositions**

**What Is "Publication"?** Publication, generally, means the sale, placing on sale, or public distribution of copies. Limited distribution of so-called "professional" copies ordinarily would not constitute publication. However, since the dividing line between a preliminary distribution and actual publication may be difficult to determine, it is wise for the author to affix notice of copyright to copies that are to be circulated beyond his control.

**How to Secure Copyrights in a Published Musical Composition:**

1. Produce copies with copyright notice, by printing or other means of reproduction.
2. Publish the work.
3. Register the copyright claim, following the instructions on page 1 of this form.

**The Copyright Notice.** In order to secure and maintain copyright protection for a published work, it is essential that

all copies published in the United States contain the statutory copyright notice. This notice shall appear on the title page or first page of music and must consist of three elements:

1. The word "Copyright," the abbreviation "Copr.," or the symbol ©. Use of the symbol © may result in securing copyright in countries which are parties to the Universal Copyright Convention.
2. The year date of publication. This is ordinarily the date when copies were first placed on sale, sold, or publicly distributed. However, if the work has been registered for copyright in unpublished form, the notice should contain the year of registration; or, if there is new copyrightable matter in the published version, it should include both dates.
3. The name of the copyright owner (or owners). Example: © John Doe 1972.

**NOTE:** If copies are published without the required notice the right to secure copyright is lost and cannot be restored.

**FOR COPYRIGHT OFFICE USE ONLY**

Application received <b>MAR 26 1973</b>	
One copy received	
Two copies received <b>MAR 26 1973</b>	
Fee received <b>190162 MAR 26 73</b>	

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THOMAS BELL  
PHILIP HURT

## I'LL BE AROUND

EMA? D#m/F# EMA?

THIS IS OUR FORK IN THE ROAD  
I KNEW JUST WHAT TO SAY

D#m/F# EMA? D#m/F#

LOVES LAST EA-SO-DE THERE'S NO WHERE TO GO

EMA? D#m/F# EMA?

YOU'VE MADE YOUR CHOICE  
THERE'S ALWAYS A CHANCE

D#m/F# EMA? D#m/F#

NOW IT'S UP TO TI-AY SPARK-RE-MAINS ME TO AND BOW OUT GRACE-FUL-LY  
SPARKS TURN INTO FLAMES

EMA? D#m/F# EMA?

THO YOU HOLD THE KEY  
AND LOVE CAN BURN ONCE AGAIN

D#m/F# EMA? EMA?

WHEN EVER YOU CALL ME I'LL BE THERE

D#m/F# EMA?

WHEN EVER YOU WANT ME I'LL BE THERE

D#m/F# EMA? D#m/F#

WHEN EVER YOU NEED ME I'LL BE THERE I'LL BE A-ROUND

I EMA? EMA? II C# D#m/F#

© 1972

ASSORTED MUSIC AND BELLBOY MUSIC

Handwritten musical notation on three staves. The first staff contains the lyrics "ME I'll BE THERE (WHEN, EVER YOU WANT" with a slur over the end. Above the staff are the chords "Ema?", "D#m/F#", and "Ema?". The second staff contains the lyrics "- ME I'll BE THERE WHEN EVER YOU NEED" with a slur over the end. Above the staff are the chords "Ema?", "D#m/F#", and "Ema?". The third staff contains the lyrics "ME I'll BE THERE - I'll BE A ROUND" with a slur over the end. Above the staff are the chords "D#m/F#" and "Ema?".



#361763

AGREEMENT made on February 25, 2004, between BROADCAST MUSIC, INC. ("BMI"), a New York corporation, whose address is 320 West 57th Street, New York, N.Y. 10019-3790 and Warner-Tamerlane Publishing Corp., a California corporation ("Publisher"), whose address is c/o Warner Chappell Music, Inc., 10585 Santa Monica Boulevard, Los Angeles, CA 90025.

**WITNESSETH:**

1. The term of this agreement shall be the period from April 1, 2004 to March 31, 2007, and continuing thereafter for additional periods of three (3) years each unless terminated by either party at the end of said initial period or any additional period, upon notice sent by registered, certified or Express mail, or other sending method that requires that the date that the item is sent be recorded by the courier (e.g., overnight mail or messenger service), not more than six (6) months or less than three (3) months prior to the end of any such period.

2. As used in this agreement, the word "Work" or "Works" shall mean:

A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and

B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.

3. Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:

A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, in any and all places and in any and all media, now known or which hereafter may be developed, any part or all of the Works.

B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.

C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.

4. Notwithstanding the provisions of subparagraph A of paragraph 3 hereof:

A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera,



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operetta or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph 3 hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.

C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work or Works in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license or within three (3) months of the performance of the Work or Works so licensed, whichever is earlier, BMI is given written notice thereof and a copy of the license is supplied to BMI.

5.

A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:

(1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

(2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.

(3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.

B. Notwithstanding the provisions of subparagraph A of this paragraph 5, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from Publisher all of the material with respect to such Work referred to in subparagraph A of paragraph 12 hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph 16 hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph 4 hereof has been granted by Publisher, its co-publishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of the royalty distribution seeking to be adjusted.

6. In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of paragraph 5 hereof.

Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

7.

A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.

B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.

8. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within twelve (12) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

9.

A. In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI or any other indebtedness owed to BMI by Publisher, such termination shall not be effective until the close of the calendar quarterly period during which (1) Publisher shall repay such unearned balance of advances or indebtedness, or (2) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances or indebtedness has been fully recouped by BMI.

B. The termination of this agreement shall be deemed subject to any rights or obligations existing between BMI and its licensees under licenses then in effect. As a result thereof, notwithstanding such termination, BMI shall have the right to continue to license all of Publisher's Works in all places and in all media with respect to which such licenses exist as of the date of termination, until such licenses expire.

10. Notwithstanding the termination of this agreement, all of the terms and conditions of this agreement shall continue to apply subsequent to such termination with respect to any Works which may continue to be licensed by BMI and any monies payable to Publisher by BMI pursuant to the provisions of this agreement.

11.

A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.

B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.

C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph 11, or pursuant to subparagraph C of paragraph 14 hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B (2) of this paragraph 11, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

12.

A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:

(1) A completed work registration form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A (3) of this paragraph 12.

(2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D (2) of this paragraph 12.

(3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.

B. Publisher shall submit the material described in subparagraph A of this paragraph 12 with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.

C. The submission of each work registration form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

(2) At BMI's request:

(a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.

(b) To obtain and deliver to BMI copies of: unpublished and published Works, including any commercial recording of such Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish and/or the right to administer the performing rights in and/or collect the royalties for any of the Works.

E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

13. Publisher warrants and represents that:

A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.

B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a work registration form or cue sheet submitted to BMI pursuant to subparagraph A of paragraph 12 hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

14.

A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph 14 shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.

B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.

C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof and/or to exclude the Work with respect to which a claim is made from this agreement until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.

15. Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph 15 shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph 15 requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder shall not constitute an infringement of Publisher's Works on BMI's part.

16.

A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers' performance royalties earned by



any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.

17. BMI shall have the right, in its sole discretion, to terminate this agreement if:

A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:

(1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.

(2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.

(3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A (1) and A (2) of this paragraph 17.

(4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A (1) and A (2) of this paragraph 17 have been made by or on behalf of a composer or author to any person, firm, corporation or association.

B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or monitoring performances.

C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this paragraph 17, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph 7 hereof.

18. In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by Publisher pursuant to paragraph 22 shall be returned by the post office, or (2) monies shall not have been earned by Publisher pursuant to paragraph 5 hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail, electronic mail ("e-mail") or facsimile number addressed to the last postal or electronic address or transmitted to the last facsimile number furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. If Publisher failed to maintain a current address with BMI and BMI has made reasonable good-faith efforts in attempting to locate Publisher without success, BMI shall have the right to terminate this agreement pursuant to this paragraph 18 by regular first-class U.S. mail, in lieu of the means otherwise specified, regardless of anything in paragraph 17 to the contrary. In the event of such termination, no payments shall be due Publisher pursuant to paragraph 7 hereof.

19. Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against



Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

20. All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction.

21. Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.

22. Publisher agrees to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change in Publisher's postal or electronic ("e-mail") address, or facsimile number. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last postal or electronic address or facsimile number so furnished by Publisher.

23. This agreement shall be subject to BMI's standard practices and procedures which are in effect as of the effective date of this agreement and as they may be modified and/or supplemented from time to time.

24. Publisher acknowledges that the relationship between BMI and Publisher which is created by this agreement is one of ordinary contracting parties and is not intended to be a fiduciary relationship with respect to any of the rights or obligations hereunder.

25. Publisher authorizes the inclusion of Publisher's name, likeness and biographical information, and those of Publisher's executive employees, in publicly-distributed material relating to Publisher's association with BMI.

26. This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.

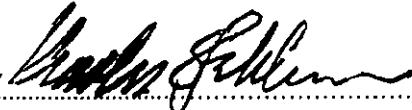
27. In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

28. Any prior agreements, as modified, between Publisher and BMI are canceled and superseded as of the effective date of this agreement. All works that were embraced by any prior agreement between Publisher and BMI and in which no other licensing organization controls Publisher's performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to Publisher by BMI or unpaid indebtedness owed to BMI by Publisher shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications. If Publisher has acquired the works of the former BMI affiliate who is indicated on the attached terminated agreement, then all works which were embraced by that agreement and in which no other licensing organization controls the performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to said former affiliate by BMI or unpaid indebtedness owed by said former affiliate to BMI shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

**BROADCAST MUSIC, INC**

By .....



Vice President

**"PUBLISHER"**

By .....



.....Leslie Bider, President.....  
(Print Name and Title of Signer)

**If your company structure is a PARTNERSHIP, all other partners must sign below:**

By .....

Partner

Printed Name

By .....

Partner

Printed Name

By .....

Partner

Printed Name

By .....

Partner

Printed Name

By .....

Partner

Printed Name

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Dated: June 25, 1990

To Whom It May Concern:

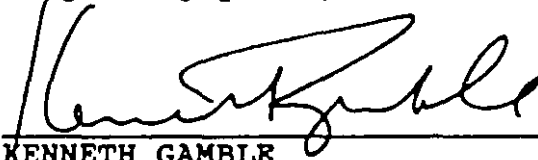
Dear Sirs:

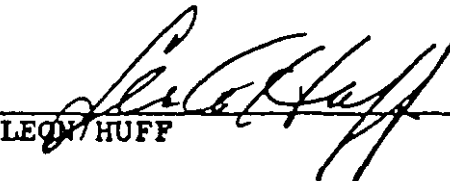
This letter will serve as formal notice that, effective April 1, 1990, WARNER-TAMERLANE PUBLISHING CORP. (BMI) and WB MUSIC CORP. (ASCAP) have purchased certain of the music publishing interests of Kenneth Gamble, Leon Huff and Thomas Bell which were formerly held in the name(s) of MIGHTY THREE SONGWRITERS (BMI), MIGHTY THREE MUSIC (BMI), ROSE TREE MUSIC (ASCAP), ASSORTED MUSIC (BMI), WORLD WAR THREE MUSIC (BMI), BELLBOY MUSIC (BMI), BELLHOUSE MUSIC (ASCAP), DOWNSTAIRS MUSIC (BMI), PIANO MUSIC (BMI), and RAZOR SHARP MUSIC (BMI) relating to the musical compositions set out on the annexed Schedule 1 and the copyrights therein and all rights in all licensing agreements.


Effective immediately, please forward all correspondence, notices, remittances, royalties (no matter when earned) and accountings with regard to such music publishing interests to WARNER-TAMERLANE PUBLISHING CORP. or to WB MUSIC CORP., as applicable, c/o WARNER/CHAPPELL MUSIC, INC., 9000 Sunset Boulevard, Penthouse, Los Angeles, California 90069-1819.

Thank you in advance for your cooperation.

Very truly yours,

  
KENNETH GAMBLE

  
LEON HUFF

  
THOMAS BELL

## ASSORTED MUSIC CATALOGUE LISTING

SONG/TITLE	COPYRIGHT DATE	WRTR %	WRITER	PUBL. %	PUBLISHER	ARTIST	LABEL	RELEASE NO.	REL. DATE
I LIKE TO SEE US GET DOWN ✓		25.00	Gene McFadden	50.00	Assorted Music				
		25.00	John Whitehead	50.00	WE Publishing				
		25.00	Eddie Levert						
		25.00	Walter Williams						

Please claim 50% for all types of royalties on behalf of Assorted Music  
Gene McFadden and John Whitehead

I'LL BE AROUND ✓	Ep 310074	50.00	Thomas Bell	50.00	Assorted Music				
	3/26/73	50.00	Phil Hurtt	50.00	Bellboy Music				
I'LL BE STANDING BY (RIGHT BY) ✓	Ep 291156	100.00	Dione Gamble	100.00	Assorted Music				
	9/17/71								
I'LL BE THERE TO SING FOR YOU	Pau 332723	50.00	Herb Smith	50.00	Assorted Music				
	7/28/81	50.00	Joel Smith	50.00	Rose Tree Music				
I'LL BE WITH YOU ✓	Pau 449484	50.00	Grover Washington	50.00	Assorted Music				
	10/29/82	25.00	Cynthia Biggs	50.00	G.W. Jr., Music				
		25.00	Dexter Wansel						